

Amended

**BOARD OF TRUSTEES  
ANAHEIM UNION HIGH SCHOOL DISTRICT**  
501 N. Crescent Way, P.O. Box 3520  
Anaheim, California 92803-3520  
[www.auhsd.us](http://www.auhsd.us)

**NOTICE OF REGULAR MEETING**

Date: June 13, 2019

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

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

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

Thursday, the 20<sup>th</sup> day of June 2019

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

**Closed Session—2:30 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](http://www.auhsd.us)**BOARD OF TRUSTEES****Agenda****Thursday, June 20, 2019****Closed Session—2:30 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](http://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, June 17, 2019.*

*Meetings are recorded for use in the official minutes.*

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

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. | <b>CLOSED SESSION</b> | <b>ACTION/INFORMATION ITEM</b> |
|----|-----------------------|--------------------------------|

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 54956.9(d)(2): Conference with legal counsel, anticipated litigation (imputed income to employees), potential cases.
- 4.4 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).
- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release/resignation.

- 4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2018-19-77. **[CONFIDENTIAL]**
- 4.7 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–principal(s) and assistant principal(s).
- 4.8 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2019030580).
- 4.9 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2019030768).
- 4.10 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2019041269).

**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**

Board of Trustees President Brian O’Neal will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

**5.3 Closed Session Report**

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

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

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

In addition, Board President O’Neal will introduce dignitaries in attendance.

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

**7.1 Division IV CIF Boys’ Baseball Champions, Kennedy High School**

The Board of Trustees will recognize the Kennedy High School Boys’ Varsity Baseball Team, for their outstanding performance in becoming the Division IV CIF Baseball Champions. The Fighting Irish secured their first CIF championship since 1989 with a 7-1 win over Sonora High School. The team was led by head coach Tom Monahan. The following individuals are this year’s Kennedy High School Boys’ Varsity Baseball team:

Evan Anderson  
 Noah Avila  
 Tyler Beckler  
 Kyan Bennett  
 Ryan Cathcart  
 Kyle Chung

Colby Deterding  
 Jaelyn Edds  
 Wyatt Johnson  
 Dominik Komoda  
 Chase Leonard  
 Jason May

Sebastian McSherry  
Samuel Moctezuma  
Albert-Michael Munoz  
Adrian Ramon  
Joshua Sanabria

Gavin Smith  
Jonathan Soto  
Travis Wilson  
Robert Zeoli

7.2 **Division II CIF Southern Section Softball Champions, Cypress High School**

The Board of Trustees will recognize the Cypress High School Softball Team for being named the CIF Southern Section Division II Champions. On Saturday May 18, 2019, the Cypress High School Varsity Softball team won the CIF Southern Section Division II Championship Game at Colonel Bill Barber Park in Irvine. The title was the fourth in program history and the first since 1992. The Centurions are coached by Head Coach Kevin Dull, as well as Assistant Coaches Terry Thompson and Donna McElrea. The Champion Centurion student athletes are:

Camryn Addimando  
Hannah Corrado  
Samantha Diaz  
Natasha Ellison  
Morgan Fouch  
Kaitlyn Govea  
Ashley Hester  
Bailey Jacobsen  
Macey Keester  
Maggie Lilleberg  
Katherine Lo Verde  
Samantha Jo Mata

Alexa Meraz  
Isabella Pardo  
Jazmine Rodriguez  
Natalie Rodriguez  
Tatianna Roman  
Hailey Smith  
Selena South  
Haylea Thomas  
Jordan Thompson  
Madelyn Wilson  
Raleigh Youngquist

7.3 **Division I CIF Southern Section Baseball Champions, Cypress High School**

The Board of Trustees will recognize the Cypress High School Varsity Baseball Team for their outstanding performance in becoming the Division I CIF Southern Section Baseball Champions. The Centurions secured their 3<sup>rd</sup> CIF baseball championship with a 2-0 win over Harvard-Westlake High School at Dodger Stadium, on May 18, 2019. The team is led by head coach John Weber. The following individuals are this year's Cypress High School Boys' Varsity Baseball team:

Noah Carter  
Marvin Cayton  
Tyler Chaffee  
Garet Crenshaw  
Luke Davis  
Bryce Guest  
Benjamin James  
Cody Lagafuaina  
Tyler Lum  
Michael Marsh  
Michael McFarland

Braden Murphy  
Jake Murray  
Cameron Repetti  
Elias Rios  
Jackson Ronningen  
Patrick Shanahan  
Christian Thompson  
Peter Werth  
Brett Wozniak

7.4 **Classified Employee of the Year**

The Board of Trustees will recognize Classified Employee of the Year Lilia Palos-Bergado. Lilia began working at the District in 2000 and is currently a Sr. Administrative Assistant at Walker Junior High School. Lilia was among 25 classified employees nominated for this award who

were all honored at the Classified Employee of the Year Recognition event on May 13, 2019.  
[EXHIBIT A]

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

8.1 **Reports of Associations**

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

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

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

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

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

10. **ITEMS OF BUSINESS**

**SUPERINTENDENT'S OFFICE**

10.1 **Receipt of Charter Petition, Better World Conservatory of the Arts & Sciences** **INFORMATION ITEM**

Background Information:

Petitioners for the Better World Conservatory of the Arts & Sciences (Charter School) delivered a charter petition (Petition) to the Anaheim Union High School District offices on May 21, 2019, seeking to establish Charter School for a five-year term July 1, 2020, through June 30, 2025.

Current Consideration:

Education Code section 47605, subdivision (b), sets forth the process and timelines for the consideration of a charter school petition. To commence the statutory review period under Education Code section 47605, subdivision (b), the Board of Trustees must receive the Charter School Petition.

Budget Implication:

There is no known impact to the budget at this time.

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 Petition to commence the statutory review period under Education Code Section 47605. **[EXHIBIT B]**

10.2 **Public Hearing, Charter Petition, Better World Conservatory of the Arts & Sciences** **INFORMATION ITEM**

Background Information:

Petitioners for the Better World Conservatory of the Arts & Sciences (Charter School) delivered a charter petition (Petition) to the Anaheim Union High School District offices on May 21, 2019, seeking to establish Charter School for a five-year term from July 1, 2020, through June 30, 2025. On this Board agenda, the Board is being requested to officially receive the Charter School Petition.

Current Consideration:

Education Code section 47605, subdivision (b), states that within 30 days of the Board's receipt of a charter school petition, the Board shall hold a public hearing on the provisions of the charter, at which time the Board shall consider the level of support for the petition by teachers employed by the school district, other employees of the school district, and parents. Following review of the petition and the public hearing, the Board shall either grant or deny the charter within 60 days of receipt of the petition.

Budget Implication:

There is no known impact to the budget at this time.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board formally open a public hearing to provide the public an opportunity to speak on the Petition so that the Board can consider the level of support for the Petition by teachers employed by the school district, other employees of the school district, and parents. The Charter School will be provided 10 minutes to present on the provisions of the Petition.

**EDUCATIONAL SERVICES**

10.3 **Adoption, Local Control and Accountability Plan (LCAP), and Annual Update** **ACTION ITEM**

Background Information:

California Education Code Section 52060 requires school districts to adopt a Local Control Accountability Plan (LCAP) and annual update on or before July 1 of each year. California Education Code Section 52070 requires that school districts file an LCAP with the County Superintendent of Schools no later than five days after adoption of the LCAP. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils are consulted in the development of the 2019-20 LCAP. They are also provided information regarding the annual update, which details the actual LCAP expenditures that were projected for the 2018-19 year.

Current Consideration:

The public hearing was held on June 13, 2019. The purpose of the public hearing was to allow the public an additional opportunity to ask questions concerning the District's LCAP and annual update.

Budget Implication:

The program and goals contained in the LCAP must align with the terms of the District's 2019-20 annual budget and multi-year budget projections.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the LCAP and annual update.  
**[EXHIBIT C]**

- 10.4 **Local Control and Accountability Plan (LCAP)** **ACTION ITEM**  
**Every Student Succeeds Act (ESSA) Federal Addendum**

Background Information:

The Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum, aka "LCAP Federal Addendum," is meant to supplement the LCAP to ensure that eligible Local Education Agencies (LEA)s have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of ESSA. The LCAP Federal Addendum must be completed, Board approved, and submitted to the California Department of Education (CDE) by June 30, 2019, in order to complete the application for ESSA funding for the 2019-20 year. The District is applying for the following ESSA programs: Title I, Part A, Title II, Part A, Title III, Part A, and Title IV, Part A. LEAs are encouraged to review the LCAP Federal Addendum annually during the same timeframe that the LCAP is being revised, as ESSA funding should be considered in yearly strategic planning.

Current Consideration:

LEAs must provide a narrative that addresses the provisions within the LCAP Federal Addendum. Therefore, the District's LCAP Federal Addendum aligns with the District's LCAP, and also meets federal requirements and/or provisions set forth in ESSA.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the LCAP Federal Addendum.  
**[EXHIBIT D]**

## RESOLUTIONS

- 10.5 **Resolution No. 2018/19-B-22, Adjustments to Income and Expenditures, General Fund; Resolution No. 2018/19-B-23, Adjustments to Income and Expenditures, Various Funds; and Proposed Budget (All Funds)** **ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

The Board of Trustees must adopt a budget for the next fiscal year by July 1, 2019, per Education Code Section 42127(a). The Board has a fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. The District submitted a detailed list of methods of acquiring such funds for Board approval as part of the 2019 Second Interim Report. As a part of the proposed budget, updates to the Anaheim Union High School District Budget Stabilization Plan will be presented.

Current Consideration:

After thorough analysis and review, the 2018-19 budget was updated from the Second Interim Report, which was presented and approved by the Board of Trustees at its March 5, 2019, regular meeting. Per Education Code Sections 42600 and 42601, all adjustments to the current budget must be approved by a resolution of the Board of Trustees. Resolution

No. 2018/19-B-22 summarizes adjustments to the General Fund and Resolution No. 2018/19-B-23 summarizes adjustments to all other funds.

Budget Implication:

As part of the annual budget reporting process, budget adjustments are made to revenue, expenditures, and fund balances. Resolution No. 2018/19-B-22, General Fund, and Resolution No. 2018/19-B-23, Various Funds, authorize budget adjustments per Education Code Sections 42600 and 42601.

Staff Recommendation:

1. It is recommended that the Board of Trustees adopt Resolution No. 2018/19-B-22, General Fund, by a roll call vote. **[EXHIBIT E]**
2. It is recommended that the Board of Trustees adopt Resolution No. 2018/19-B-23, Various Funds, by a roll call vote. **[EXHIBIT F]**
3. It is recommended that the Board of Trustees adopt the 2019-20 Proposed Budget including the updated Budget Stabilization Plan (All Funds). **[EXHIBIT G]**

10.6 **Resolution No. 2018/19-B-24, Education Protection Account** **ACTION ITEM**  
**(Roll Call Vote)**

Background Information:

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increased the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. On November 8, 2016, the voters approved Proposition 55, which extended the Proposition 30 temporary income tax increase on high income earners by twelve years through 2030. Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the monies received from the Education Protection Account (EPA) are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators, or any other administrative costs, for the years 2012-13 through 2029-30.

Current Consideration:

The new revenues generated from Proposition 55 are deposited into the State EPA account. School districts, county offices of education, charter schools, and Local Educational Agencies (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount, including charter school general purpose funding. A corresponding reduction is made to an LEA's revenue limit, or charter school general purpose state aid, equal to the amount of their EPA entitlement.

This resolution, as required by Article XIII, Section 36 of the California Constitution, approving the District's utilization of funds subject to EPA for 2019-20 has been prepared for the Board of Trustees' consideration.

Budget Implication:

There is no impact to the budget.



Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2018/19-B-24, by a roll call vote. [EXHIBIT H]

- 10.7 **Resolution No. 2018/19-B-25, Authorization of Approval of Vendor Claims/Orders (Roll Call Vote)** **ACTION ITEM**

Background Information:

The District has been using the Orange County Department of Education's (OCDE) financial system since July 1, 2001. While the District's Accounting Department enters the vendor claims/orders for payment, OCDE is responsible for processing the physical warrant, or the electronic transfer. Before OCDE will do this process, a District administrator must approve the claims/orders for payment. OCDE requires a resolution stating the names of the administrators authorized to approve the issuance of warrants or electronic transfers.

Current Consideration:

This resolution will authorize Dr. Jennifer Root, Karen Orr, Jeri Chinarian, and Ester Yanez to approve vendor claims/orders payments electronically. All previous authorizations are rescinded.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2018/19-B-25, by roll call vote. [EXHIBIT I]

- 10.8 **Resolution No. 2018/19-B-26, Content Filtering (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Anaheim Union High School District has used Lightspeed Systems' Rocket product to filter its internet content. The Children's Internet Protection Act (CIPA) of 2000 requires protection measures to block or filter internet access to pictures that are: (a) obscene; (b) child pornography; or (c) harmful to minors (for computers that are accessed by minors). The District has concluded its initial three-year commitment and is seeking to review solutions that maximize value of features at a competitive price.

Current Consideration:

Approval of this item will enable the District to proceed with a competitive request for proposal, under Public Contract Code (PCC) 20118.2, for a content filter solution. PCC 20118.2 states, "Due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of the school district, it is in the public's best interest to allow a school district to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, telecommunications, related equipment, software, and services."

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2018/19-B-26, by roll call vote. **[EXHIBIT J]**

**BUSINESS SERVICES**

10.9 **Agreement, Assignment of USDA Foods**

**ACTION ITEM**

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. San Mateo-Foster City School District is the Lead Agency for the Super Co-op. The assignment of the USDA Foods agreement is a one-year agreement, which requires approval by the Board of Trustees.

Current Consideration:

This agreement 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 AUHSD. Staff requests approval for services to be provided for the one-year agreement, effective July 1, 2019, through June 30, 2020. The agreement will be signed following Board approval.

Budget Implication:

Fees are based on the total lunches served in the prior year, and actuals may vary, and are estimated to be approximately \$5,000. (Cafeteria Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with San Mateo-Foster City School District. **[EXHIBIT K]**

10.10 **Agreement, Food Safety Systems (FSS)**

**ACTION ITEM**

Background Information:

FSS provides school districts with a complete and sustainable food safety and sanitation program, inclusive of safety and sanitation inspections, training, education, and materials. FSS provides support for the Food Services Department during the nine month school year in all secondary and elementary schools.

Current Consideration:

This agreement allows FSS to provide the necessary materials, education, and inspections for the 2019-20 year. Staff requests approval for services to be provided for the one-year agreement, renewable annually for up to two additional years by the director, Purchasing and Central Services, effective July 1, 2019, through June 30, 2020. The agreement will be signed following Board approval.

Budget Implication:

The total cost is not to exceed \$75,600 for the 2019-20 year, and \$80,000 for the following two years. (Cafeteria Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Food Safety Systems pursuant to Government Code 53060. [EXHIBIT L]

10.11 **Agreement, Health-e Meal Planner Pro**

**ACTION ITEM**

Background Information:

Health-e Meal Planner Pro is a software program used to create and analyze school menus for the United States Department of Agriculture (USDA) compliance. Food Services will use this software to analyze menus, create recipes, and document production in the central kitchen.

Current Consideration:

The three-year agreement, effective August 1, 2019, through July 31, 2022, with Health-e Meal Planner Pro provides Food Services with a software package that ensures menus and recipes are in compliance with USDA regulations.

Budget Implication:

The total cost is not to exceed \$6,470. (Cafeteria Funds)

Staff Recommendation:

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

**EDUCATIONAL SERVICES**

10.12 **Revised Board Policy 6317.15 (3513.3),**

**INFORMATION/ACTION ITEM**

**Tobacco-Free School and Workplace, Second Reading**

Background Information:

In 2014, for the first time ever, teen use of e-cigarettes surpassed the use of traditional cigarettes. Electronic smoking devices (ESDs) or electronic nicotine delivering systems (ENDS), also known as e-cigarettes, hookahs, mods, and/or vape pens are a technology-chic version of the traditional cigarette. The District has several policies that prohibit tobacco possession and use on and in District facilities, as well as at school-sponsored events. This includes school buildings and grounds, District vehicles, personal vehicles used to transport students, and school sites leased or rented by the District for school-sponsored events.

Current Consideration:

To comply with the Tobacco Use and Prevention Education (TUPE) grant, it is necessary to update policies surrounding tobacco and define types of tobacco products in Board Policy 6317.15 (3513.3) Tobacco-Free School and Workplace. The updates define "smoking" and "tobacco products" in the District's Board Policy language. The language would also include the definition of smoking and add ESDs and ENDS in regards to Board Policy 6317.15 (3513.3), Tobacco-Free School and Workplace.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and/or approve revised Board Policy 6317.15 (3513.3). [EXHIBIT N]

10.13 **Revised Board Policy 8200 (6164.4); 8200-R (AR 6164.4), INFORMATION ITEM Identification and Education Under Section 504, First Reading**

Background Information:

Board Policy 8200; 8200-R, Identification and Education Under Section 504, sets forth the District's commitment that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment, and establishes the District's procedures for purposes of implementing Section 504 of the Rehabilitation Act of 1973. The policy was last revised in 2011.

Current Consideration:

A task force of District stakeholders, including District and school site administrators, school counselors, social workers, psychologists, Regional Occupational Program instructors, and nurses collaborated over the last year to review and update District practices, policies, and protocols, including the alignment of the District's Section 504 policies with the California School Boards Association model policy. The Board of Trustees is requested to engage in the first reading of revised Board Policy 8200 (6164.4); 8200-R (6164.4).

Budget Implication:

There is no impact to the District.

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 8200 (6164.4); 8200-R (AR 6164.4), Identification and Education Under Section 504. **[EXHIBIT O]**

10.14 **Memorandum of Understanding (MOU), The G.R.E.E.N Foundation ACTION ITEM**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,732,590, for a three-year term 2017-20. The District and the Anaheim Elementary School District (AESD) are consortium partners. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary school sites and all District comprehensive schools, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco, e-cigarette cessation, and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Student assemblies will enhance the TUPE curriculum, as well as provide students with real world experiences and information related to overall goals of the TUPE program. The G.R.E.E.N Foundation utilizes in-kind services for our students, staff, and parents to help advance the message of health equity and reduce tobacco-related health disparities among refugee, ethnic, African American communities in Southern California. The G.R.E.E.N Foundation has a focus to work with youth in creating advocacy opportunities in regards to smoke-free multi-unit housing policies, advocating for smoke-free faith-based organizations, as well as campaigning policies that prohibit the sale and distribution of all flavored tobacco products.

Current Consideration:

The G.R.E.E.N Foundation will provide professional resources on tobacco and all products that emit secondhand smoke for youth in the form of informational sessions, presentations, event tables, and policy advocacy in Anaheim. Services will be provided July 1, 2019, 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 MOU. **[EXHIBIT P]**

10.15 **Memorandum of Understanding (MOU), America On Track (AOT)** **ACTION ITEM**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant, in the amount of \$1,732,590, for a three-year term, 2017-20. The District and the Anaheim Elementary School District (AESD) are consortium partners. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary school sites and all District comprehensive schools, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco, e-cigarette cessation, and prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Student assemblies will enhance the TUPE curriculum, as well as provide students with real world experiences and information related to overall goals of the TUPE program. America On Track (AOT) utilizes in-kind collaborative partnerships with diverse youth to mobilize and engage them in school and community tobacco-control activities. AOT can provide informational sessions on tobacco products and emerging trends such as electronic cigarettes and vapes.

Current Consideration:

The District commits to collaborate with AOT in creating collaborative partnerships with diverse youth to mobilize and engage them in school and community tobacco-control activities. AOT shall provide professional resources on tobacco in the form of informational sessions, presentations, event tables, and policy advocacy in Anaheim, as well as create opportunities for Youth Leadership Clubs at school sites where students are trained in public speaking, media advocacy, and community mobilization in regards to tobacco prevention. Services will be provided between July 1, 2019, 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 MOU. **[EXHIBIT Q]**

10.16 **Contract, Independent Neuro-Educational Assessment, Dr. Veronica Olvera, Neuro-Educational Clinic** **ACTION ITEM**

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 students in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent/guardian 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 can also 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 neuro-educational assessment and allow the Individualized Education Program team to consider the information. Services will be provided June 21, 2019, through October 31, 2019.

Budget Implication:

The total cost for these services is not to exceed \$5,000. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the contract. **[EXHIBIT R]**

10.17 **Agreement, Coast Community College**

***ACTION ITEM***

Background Information:

Coastline College's Cybersecurity Apprenticeship Program (CCAP) provides the opportunity to learn about cybersecurity while working in an apprenticeship role. Students learn cybersecurity techniques by taking classes while training in a hands-on environment with a local employer. The program also has cybersecurity mentors to support the program. Employer partners can look forward to providing a work environment for apprentices that are interested in cybersecurity and ongoing learning. Mentors can support the program by providing training in cybersecurity, networking, and soft skills to encourage the apprentices to learn technical skills and be prepared for work in the security environment.

Current Consideration:

The District has multiple technology employees in the CCAP. Coastline approached the District to be an employee partner. The District would be reimbursed up to \$3,000, per employee for the District to document employees completing eligible tasks in their normal course of business. The agreement will be signed following Board approval.

Budget Implication:

There will be a positive impact to the budget up to \$30,000.

Staff Recommendation:

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

10.18 **Agreement, Education Programs, Youth Entrepreneurs**

***ACTION ITEM***

Background Information:

Youth Entrepreneurs provides supplemental curriculum that introduces students to concepts related to business, economics, and entrepreneurship. Youth Entrepreneurs strives to develop and promote a competitive entrepreneurial mindset with the goal of building character.

Current Consideration:

The District would like to enter into an agreement with Youth Entrepreneurs to provide professional development for teachers. Through this agreement, the District will identify teachers to participate in professional development and partner to build awareness, as well as support of the program in the local community. Services will be provided June 21, 2019, through June 1, 2020.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

## HUMAN RESOURCES

10.19 **Public Hearing, Disclosure of Collective Bargaining Agreement with APGA** **INFORMATION ITEM**

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Personnel and Guidance Association (APGA) for 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 APGA has concluded, the collective bargaining agreement is presented to the public via a Board of Trustees' meeting. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the agreement.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.20 **Adoption of the 2018-19 Collective Bargaining Agreement with APGA** **ACTION ITEM**

Background Information:

The District and APGA currently have a three-year agreement for the 2016-17, 2017-18, and 2018-19 years. Per Article 20, the agreement includes reopeners for 2018-19 on wages, health and welfare, Article 11-pupil to counselor ratio, Memorandums of Understanding, as well as an additional article selected by each party. The District and APGA brought forth proposals to begin the reopener negotiations for 2018-19 and a tentative agreement was reached. The tentative agreement was ratified by unit members of APGA.

Current Consideration:

The tentative agreement includes a 1.75 percent increase on the salary schedule for 2018-19 and other contract language changes.

Budget Implication:

Increases to employees' salary, effective July 1, 2018, for APGA unit members will impact the budget with an additional estimated expense of \$70,700. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2018-19 collective bargaining agreement with APGA. [EXHIBITS U and V]

10.21 **Declaration of Need for Fully Qualified Educators**

**ACTION ITEM**

Background Information:

The Declaration of Need for Fully Qualified Educators is a requirement established by the California Commission on Teacher Credentialing (CCTC) to permit the District to employ certificated staff members in certain identified areas of need. When the District is unable to find a suitable, fully prepared teacher for an assignment, despite its diligent efforts, the District is permitted to hire teachers with alternate teaching permits.

Current Consideration:

The Declaration of Need for Fully Qualified Educators fulfills the CCTC requirements for hiring teachers with alternate authorizations and interns for subject areas that are difficult to fill. The declaration permits the District to hire teachers with an emergency Cross-Cultural and Language Development (CLAD), Bilingual Cross-Cultural and Language Development (BCLAD), Language, Speech and Hearing, or Special Class Authorization, as well as allowing the District to apply for a Provisional Internship Permit (PIP) and/or a short-term staff permit (STSP), which is used for acute staffing in subject areas that are difficult to fill. Many California districts experience shortages of teachers in these areas.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators, as required by the State Commission on Teacher Credentialing.

**[EXHIBIT W]**

11. **CONSENT CALENDAR**

**ACTION ITEM**

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

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

**BUSINESS SERVICES**

11.1 **California Association of School Business Officials (CASBO) Membership**

Background Information:

CASBO is a recognized authority on California school business. CASBO is a member-driven association that promotes ethical values; develops exceptional leaders; advocates for and supports the needs of members; as well as sets the standard for excellence through top-quality professional development and mentorship, meaningful collaboration and communication, as well as unparalleled innovation. Previously the membership structure for CASBO was based on individual employee memberships. This structure has changed and the District is now able to select an organizational membership, which provides benefits to unlimited business leaders in the District.



Current Consideration:

CASBO membership benefits include the ability for Business Services and Human Resources leadership to participate on local and statewide CASBO committees, professional councils, access a myriad of job specific resources, and receive discounted rates for professional development opportunities.

Budget Implication:

The cost of membership for the 2019-20 year is \$3,000. This cost will be offset by the reduced cost to send staff to professional development. For the 2018-19 year, the Board approved the CASBO membership at a cost of \$3,000. (General Funds)

Staff Recommendation:

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

11.2 **Agreement, North Orange County Regional Occupational Program (NOCROP), Career Guidance Specialist Personnel**

Background Information:

This is a long-standing agreement whereby the District agrees to provide District personnel, as requested by North Orange County Regional Occupational Program (NOCROP), to service programs maintained by NOCROP in the District.

Current Consideration:

The District will provide career guidance specialists to NOCROP to provide guidance functions, as determined by the District. NOCROP will provide a statement of performance objectives for each career guidance specialist to the District and to each high school principal. Services will be provided July 1, 2019, through June 30, 2020.

Budget Implication:

NOCROP will be providing AUHSD with \$617,859 for the services of the Career Guidance Specialist at each school site for the 2019-20 school year. (General Funds)

Staff Recommendation:

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

11.3 **Agreement Amendment, Townsend Public Affairs**

Background Information:

In 2013-14, Governor Brown implemented the Local Control Funding Formula (LCFF). The goal of LCFF was to restore funding for K-12 education to the 2007-08 levels adjusted for inflation by 2020-21. Due to improvements in the state economy, the Governor's 2018-19 Budget completes the restoration two years early in 2018-19. This restoration does not provide school funding adequacy. California ranks 45<sup>th</sup> nationally in the percentage of taxable income spent on education, 41<sup>st</sup> in per-pupil funding, 45<sup>th</sup> in pupil-teacher ratios, and 48<sup>th</sup> in pupil-staff ratios. In past years, Anaheim Union High School District has been extremely proactive in seeking out funding opportunities to provide millions of dollars through grants to provide resources to our teachers, staff, and students.

Current Consideration:

The District has an interest in continuing services with Townsend Public Affairs. Townsend Public Affairs (TPA) is an organization that assists districts through funding advocacy. They have been highly successful in working with districts and other organizations to maximize

access to grant dollars. Within the scope of their services includes crafting a strategic funding plan, identifying, researching, and monitoring grant funding opportunities, establishing clear accountabilities, supporting grant application development and submittal, post-grant submittal funding advocacy, post-award grant administration and compliance, and comprehensive follow-up on unsuccessful applications. TPA has already identified a variety of grants to apply for that support the vision of AUHSD.

Budget Implication:

The District will pay Townsend Public Affairs for their services in the amount of \$5,000 per month. The amendment will extend services from July 1, 2019, through June 30, 2020. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment.

**[EXHIBIT Y]**

11.4 **Agreement Amendment #1, Human Resources Application, Implementation, and Software Support Service Agreement**

Background Information:

The District contracts with the Orange County Superintendent of Schools to provide annual software support services for the Human Resources Application software.

Current Consideration:

The contract provides for professional services to the District for the implementation of the Human Resources Application, including ongoing training services for present and future employees, future software enhancements, as well as support services, July 1, 2019, through June 30, 2020.

Budget Implication:

The amendment extends services for an additional year. The total cost is not to exceed \$80,028. There is no increase from the 2018-19 agreement. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment.

**[EXHIBIT Z]**

11.5 **Agreement Amendment #4, Sungard Business-Plus System Support, Implementation, and Software Support Service Agreement**

Background Information:

The District contracts with the Orange County Superintendent of Schools to provide annual software support services for the Sungard Business-Plus System Support software. The Business-Plus System Support covers basic financial/budget, school site finance, store inventory, as well as fixed asset systems.

Current Consideration:

The contract provides for an annual evaluation of support service charges for possible upward or downward adjustments based on the Orange County Superintendent of Schools' actual costs to support Sungard Business-Plus System Support software July 1, 2019, through June 30, 2020.

Budget Implication:

The amendment extends services for an additional year. Services are to be provided at a cost not to exceed \$108,660. There is no increase from the 2018-19 agreement. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment.

**[EXHIBIT AA]**

11.6 **Consulting Agreement, Peggy Harris**

Background Information:

The District values the process of continual development for our leadership team. This value is demonstrated through the annual two-day Leadership Advance experience for District leadership. In identifying potential topics for Leadership Advance, the Business Services has identified a desire for professional development in the area of courageous conversations.

Current Consideration:

Peggy Harris is a retired school district administrator who has served in a variety of leadership positions, including various director roles and as an assistant superintendent for student services. Within these roles, she has provided professional development in a variety of areas including how to initiate and hold courageous conversations. She will provide professional development to the business services leadership team at the Leadership Advance July 25, 2019, through July 26, 2019.

Budget Implication:

The total cost is not to exceed \$1,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the consulting agreement.

**[EXHIBIT BB]**

11.7 **Consulting Agreement, Gallagher Benefit Services, Inc.**

Background Information:

The District has been associated with Gallagher Benefit Services, Inc., the District's health benefits consultant, since 2006. The consulting agreement with Gallagher Benefit Services, Inc., along with the consulting fees for administering the District's health benefit insurance plans, have not been amended since 2016, and have been renewing automatically for additional one-year periods.

Current Consideration:

The consulting agreement will become effective July 1, 2019, and will extend professional benefit consulting services for one year. Thereafter, the consulting period will be extended for additional one-year periods upon approval of the assistant superintendent, Business.

Budget Implication:

Fees for benefit consulting services are not to exceed \$157,400 in year one. The fee will be adjusted at the same percentage as the, "Annual-Urban Wage Earners and Clerical Workers' CPI Factor," not to exceed five percent annually on July 1, 2020, and again on July 1, 2021. (Health and Welfare Funds)

Staff Recommendation:

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

11.8 **Protected Insurance Program for Schools (PIPS) Joint Powers Authority, Keenan & Associates**

Background Information:

The District has retained Keenan & Associates to broker workers' compensation coverage through the PIPS, a Joint Powers Authority. PIPS self-insures and re-insures its members up to \$155 million, with no member retention.

Current Consideration:

PIPS provides workers' compensation coverage, claims administration, integrated loss control and risk management services, online training, FEHA/interactive training and support, and a Medical Provider Network (MPN). In order to continue property, as well as liability coverage and services, approval is required for continued participation in PIPS for July 1, 2019, through July 1, 2020.

Budget Implication:

The total cost is not to exceed \$5,588,091. (Workers' Compensation Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the District's continued participation in the Protected Insurance Program for Schools Joint Powers Authority. [EXHIBIT DD]

11.9 **Run-Off Claims Administration Agreement Amendment, Keenan & Associates**

Background Information:

The District workers' compensation program for industrial injuries prior to 1996 was fully self-insured, as permitted by Education Code Section 17566 and the California Department of Self-Insurance Plans.

Current Consideration:

Claims for this period of self-insurance have been administered by Keenan & Associates since the first occurrence of the injuries. The agreement is to renew claims administration services for July 1, 2019, through June 30, 2020.

Budget Implication:

The total cost is not to exceed \$5,000. (Workers' Compensation Funds)

Staff Recommendation:

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

11.10 **Southern California Regional Liability Excess Fund (ReLIEF), Keenan & Associates**

Background Information:

As of July 1, 2015, the District has retained Keenan & Associates to broker property and liability coverage through Southern California Regional Liability Excess Fund (ReLIEF), a Joint Powers Authority (JPA). ReLIEF self-insures its members up to \$1 million on liability claims, less the District's \$50,000 member retention limit. Claims

in excess of \$1 million are covered by the Schools Association for Excess Risk (SAFER) JPA up to \$50 million.

Current Consideration:

ReLIEF provides property and liability coverage, as well as claims administration for claims within its layer of coverage, transfer of liability to excess carriers, integrated loss control, and risk management services, as well as on-line training. In order to continue property and liability coverage and services, approval is required for continued participation in ReLIEF for July 1, 2019, through June 30, 2020.

Budget Implication:

The total cost is estimated at \$2,213,502. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the District's continued participation in the Southern California Regional Liability Excess Fund Joint Powers Authority.

11.11 **Post-Termination Addendum, Pinnacle Claims Management, Inc.**

Background Information:

Prior to January 1, 2018, the District utilized Pinnacle Claims Management, Inc., as the third-party administrator to support the management and oversight of the Preferred Provider Organization (PPO) services.

Current Consideration:

A Post-Termination Addendum is required for Pinnacle Claims Management, Inc. to manage and process PPO claims received for services rendered during their active service agreement as well as deny any untimely claims. The Post-Termination Addendum is valid for July 1, 2019, through June 30, 2020.

Budget Implication:

Fees are based on the total claims processed, and actuals may vary, and are estimated to be approximately \$50,000. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the Post-Termination Addendum with Pinnacle Claims Management, Inc. [EXHIBIT FF]

11.12 **Student Accident and Health Insurance Programs, Myers-Steven & Toohey & Co., Inc.**

Background Information:

Education Code Section 49470 allows school districts to make group accident insurance available on a voluntary basis for purchase by parents or guardians. Myers-Stevens & Toohey & Co., Inc., has provided student accident and health insurance programs for District students and athletes for many years.

Current Consideration:

The insurance programs allow students who do not have health care coverage to participate in athletics, and provide a supplement to a parent or guardian's private insurance for both athletes and other students. The student accident and health insurance programs are underwritten by CHUBB/Ace American Insurance Company and administered by Myers-Stevens & Toohey & Co., Inc. The 2019-20 insurance program costs are paid by parents or

guardians who elect to obtain this voluntary coverage. The 2019-20 insurance programs and rates are as follows:

	<u>Low Option</u>	<u>Mid Option</u>	<u>High Option</u>
Student Accident and Sickness Plan			
Full-Time Health Care*			
Initial Payment/Subsequent Payments	\$208/\$338		
School-Time Accident Plan	\$39	\$63	\$77
Full-Time 24/7 Accident Plan	\$165	\$219	\$317
Interscholastic Tackle Football Accident Plan	\$180	\$235	\$338
Full-Time Dental Plan			
(with another plan)	\$12	\$12	\$12
(purchased separately)	\$16	\$16	\$16

\*Initial payment covers the remainder of the month in which it was paid and one additional month. Subsequent payment billed every two months covers additional two-month period.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

**11.13 Piggyback Bids, Purchase Through Public Corporation or Agency**

Background Information:

There is a requirement for new furniture for phase one of the modernization project at Dale Junior High School. There are approximately twenty-seven classrooms that will be modernized, which will be utilizing the new 21<sup>st</sup> century furniture in the fall of the 2019-20 year.

Current Consideration:

Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing contract of another public entity, which is commonly known as piggybacking. By piggybacking, the District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while fulfilling the District's legal requirements. Staff has analyzed purchasing options for classroom furniture and it has been determined that the Hawthorne Unified School District Bid-13-14-1 can be utilized to acquire these products from Culver-Newlin, Inc. Staff has also negotiated better discounts than those currently on this piggybackable bid, which will result in additional cost savings to the District, and delivery to be made in fall of the 2019-20 year.

Budget Implication:

The total cost is not to exceed \$370,000. There will be a cost savings upwards of 54 percent off of list price for furniture. (Measure H Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the use of the Hawthorne Unified School District Bid-13-14-1, pursuant to PCC 20118, for the purchase and delivery of 21<sup>st</sup> century classroom furniture, and related items from Culver-Newlin, Inc.

11.14 **Purchase Through Public Corporation or Agency**

Background Information:

There is a requirement to provide tools, equipment, and training programs for Oxford Academy's newly constructed STEAM lab that will be home to a new Career Technical Education (CTE) program. Some of the requirements of the program include Makerspace toolkits, multimeters, measuring devices, and various tools that will be utilized in the program. The tools and equipment are manufactured by Snap-On and are specific for use in a secondary or post-secondary course. Snap-On also includes certifications for students in precision measuring instruments, mechanical and electronic torque, as well as multimeter certifications, which will also be included. Students earn these certifications as proof of achievement. These National Coalition of Certification Centers backed and stackable credentials, increase employment potential, and on-the-job training in various industries.

Current Consideration:

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with IDSC Holdings, LLC (IDSC) that will allow other agencies, including local districts, to purchase various types of Snap-On tools, test equipment, hand tools, certification training, and related equipment, as well as supplies. The purchase will be made utilizing DGS CMAS contracts 4-01-51-0001D. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:

The total amount of the award is not to exceed \$200,000. (CTE Facilities Grant, CTE Incentive Grant, and/or General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of toolkits, multimeters, measuring devices, and various other tools including certification programs utilizing DGS's CMAS contract 4-01-51-0001D to IDSC Holdings, LLC, with orders being placed directly or with any authorized dealer.

11.15 **Agreement, Orange County Public Safety**

Background Information:

The District has worked with Orange County Public Safety (OCPS) to patrol its facilities during evening, night, weekend hours, and around-the-clock patrols during District holidays. The District has experienced a marked decrease in school vandalism and an increase in the apprehension of various perpetrators on our campuses. They have thwarted various crimes from actually happening, had many arrests, and are proactive with their approach to keeping all of our campuses safe and secure after hours and during holidays. In addition, they are the first responders for any alarm trigger, which has virtually eliminated the need to contact District staff for late night responses.

Current Consideration:

OCPS provides a highly specialized professional service. Their officers are trained Emergency Medical Technicians (EMT), with CPR and first aid training, as well as trained first responders to emergent and non-emergent situations. OCPS is well connected to local law enforcement, fire personnel, District administration, and have been working in conjunction with the Anaheim Police Department (APD) to protect our schools. They have been participating in APD task force meetings, which include internal upper management and supervisory staff, to discuss the protection of all Anaheim school sites and was the only

non-city entity invited to participate. OCPS has been given radios with direct communication to APD and have been praised for all of their efforts.

OCPS also provides, at minimum, detailed weekly reports of incidents that occur on our campuses. They check entry points such as gates, fences, doors, and windows, reporting back their findings to inform staff of potential issues. They sometimes even utilize state-of-the-art technology such as the body cams to assist officers with incidents that may occur.

Full around-the-clock coverage will be provided during holidays, which will allow for higher presence on school sites when sites are most vulnerable. Additional coverage for non-student/teacher days will also be included, along with a uniformed officer at all scheduled Board of Trustees' meetings. For this term OCPS has also included one officer with less than twenty-four-hour notification for eight hours at any site once a month.

OCPS has greatly reduced crimes to our campuses after hours while creating a presence that our schools are being patrolled regularly keeping them safe and secure.

The terms of the agreement will be for two years commencing July 1, 2019, through June 30, 2021. By entering into a two-year agreement, the cost remains unchanged from year-to-year and will be held firm through the end of the term.

Budget Implication:

The regular monthly fee will be \$14,300 for the two car patrol services. (General Funds) An additional not to exceed \$30,000 has been added for special events such as football games, graduation, or other requirements as needed. (Various Funds)

Staff Recommendation:

The Board of Trustees is requested to approve the agreement with Orange County Public Safety pursuant to Government Code (GC) 53060, for an amount not to exceed \$201,600, per fiscal year. **[EXHIBIT GG]**

**11.16 Award of Musical Instruments Bid**

Background Information:

The District received two grants, the Title IV Student Support and Academic Enrichment Visual and Performing Arts (VAPA) grant and the Orange County (OC) Community Foundation's OC Art Education Collaborative grant, to purchase much needed musical instruments for its VAPA programs. The requirements include various types of instruments such as brass, woodwind, percussion, and other related items. This bid will also establish District standards for musical instruments, and provide a discounted contract to purchase them on an as-needed basis.

Current Consideration:

The suppliers will commence providing musical instruments on June 21, 2019, through June 20, 2022, and will be reviewed annually with the option to renew by the District's director of Purchasing and Central Services.

The following were the lowest, most responsible, and responsive bidders.

<u>Bid#</u>	<u>Type</u>	<u>Award</u>	<u>Estimated Amount</u>
2019-42	Musical Instruments	Bertrands Music	\$50,042
		Music & Arts	\$139,344



Washington Music Center \$126,226

The amounts shown are best estimates and actual amounts spent could be higher or lower.

Budget Implication:

The total amount of the initial expenditures is approximately \$315,612 with an estimated annual expenditure not to exceed \$100,000. (Title IV Student Support and Academic Enrichment VAPA Grant, OC Arts Education Collaborative Grant, and Various Funds)

Staff Recommendation:

It is recommended that the Board of Trustees award Bid 2019-42 for the purchase of musical instruments, as well as related equipment and supplies from the listed suppliers for up to three years, renewable annually by the District's director, Purchasing and Central Services.

11.17 **Agreements, Transportation**

Background Information:

The Board of Trustees has in past years approved the agreements to provide transportation services to the City of Cypress (Parks and Recreation), Cornelia Connelly School, GOALS Academy, Greater Anaheim SELPA, Knott Avenue Christian Church, North Orange County Regional Occupation Program, Samueli Academy, Servite High School, St. Thomas Aquinas College, TGR Learning Lab, Youth Leadership America, and Zion Lutheran Church.

Current Consideration:

It is in the best interest of the District to provide transportation services to these groups. The agreements will be in effect July 1, 2019, through June 30, 2020. The agreements will be signed following Board approval.

Budget Implication:

The transportation agreements provide for a net income to the District, which assists in offsetting the transportation contribution from the General Fund.

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreements.  
**[EXHIBITS HH, II, JJ, KK, LL, MM, NN, OO, PP, QQ, RR, and SS]**

11.18 **Agreement, Meal and Milk**

Background Information:

Anaheim Union High School District has had a vendor agreement to provide meals (breakfast and lunch) to the Anaheim Elementary School District (AESD) Pre-School Program for over ten years. The inter-agency meal agreement is a one-year agreement, which requires approval by the Board of Trustees.

Current Consideration:

This agreement generates income from the meals served and provides a community service. Staff requests approval for services to be provided for the one-year agreement, effective July 1, 2019, through June 30, 2020. The Food Services Department prepares and delivers meals to AESD pre-schools on a daily basis, and bills AESD for the meals. The agreement will be signed following Board approval.

Budget Implication:

This agreement generates income from the meals delivered. (Cafeteria Funds)

Staff Recommendation:

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

11.19 **Agreement, Public Economics, Inc.**

Background Information:

The highly technical and complex process of updating and reporting of Redevelopment Agency (RDA) pass-through entitlements is a specialized service that Public Economics, Inc. has been providing to the District for many years. The District benefits from economies of scale by contracting with Public Economics, Inc. as the cost for these services are shared by multiple districts that have jurisdiction within the same redevelopment areas. At the Board meeting held September 13, 2018, action was taken to amend the agreement with Public Economics, Inc. through the end of the 2018-19 fiscal year. Since then, the firm has been performing additional complex RDA analysis beyond customary tasks.

Current Consideration:

The District has an interest in continuing services with Public Economics, Inc., but the current agreement is set to expire on June 30, 2019. A new agreement with Public Economics, Inc. will be required in order for services to continue.

Budget Implication:

Services will be provided at a cost not to exceed \$100,000, July 1, 2019, through June 30, 2024. (Redevelopment Agency Funds and/or other funds as appropriate)

Staff Recommendation:

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

11.20 **Agreement, School Facility Consultants**

Background Information:

The passage of Measure H has made it viable for the District to leverage local bond funds by seeking state funding based on eligibility for modernization and new construction. School Facility Consultants was retained in May 2014, to assist the District in analyzing data for potential state funding including navigating the funding application process. The firm specializes in analyzing complex data sets to determine eligibility for modernization, new construction, facility hardship, and Career Technical Education Facilities Program grant funding administered by the Office of Public School Construction.

Current Consideration:

With the current agreement set to expire on June 30, 2019, the District has an interest in continuing services with School Facility Consultants to annually update the eligibility for state funding, and to assist with the processing of the District's applications. A new agreement with School Facility Consultants will be required in order for services to continue.

Budget Implication:

Services will be provided for a cost not to exceed \$150,000, July 1, 2019, through June 30, 2024. (Measure H Funds, Facilities Funds, and/or other funds as appropriate)

Staff Recommendation:

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

11.21 **Agreement, AG Design Inc.**

Background Information:

The Facilities and Maintenance and Operations Departments often require design assistance from a licensed electrical engineer to prepare design documents for minor or single trade electrical, low voltage, and technology projects. Examples of these projects include electrical service installations, alterations and upgrades, lighting, E-Rate, and communications projects.

Current Consideration:

AG Design Inc. is a qualified electrical engineering firm with extensive K-12 design experience that can provide services requiring cost effective and efficient turnaround times for these types of services. The firm has extensive knowledge of the District's sites through its involvement in most of the E-Rate projects, previous bond projects, and maintenance projects at Kennedy High School, as well as the District Office.

Budget Implication:

AG Design Inc., will provide electrical engineering services, at a cost not to exceed \$250,000 per year, for up to five years, to be approved by the Board of Trustees. (General Funds, Routine Restricted Maintenance Funds, Measure H Funds, Facilities Funds, and/or other funds as appropriate)

Staff Recommendation:

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

11.22 **Agreement Amendment, Twining Consulting**

Background Information:

Twining Consulting has been providing geotechnical soils inspections and material testing services for the District. These services are necessary for public works construction and other renovation projects. The Board of Trustees approved the original agreement with Twining Consulting on August 19, 2015.

Current Consideration:

The District has an interest in continuing to utilize the services provided by Twining Consulting as required for the ongoing and upcoming Measure H projects, and other work associated with the Maintenance and Facilities Departments. This firm has prior knowledge of the District's facilities, projects, and standard procedures. The amended agreement will be signed following Board approval.

Budget Implication:

The amendment will increase the current agreement by an additional \$550,000, for a not to exceed amount of \$1,000,000, through the expiration of the agreement on August 15, 2020. (Measure H Funds, Routine Restricted Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Staff Recommendation:

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

11.23 **Ratification of Amendment, Lease-Leaseback Agreement, Erickson-Hall Construction Co., Oxford Academy New Construction and Modernization, RFP #2018-13**

Background Information:

Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Oxford Academy New Construction and Modernization project. Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to the school district for the purpose of constructing buildings and improvements thereon for District use during the term of the lease, and requires that title to the buildings, as well as improvements vest in the District at the expiration of that term.

Current Consideration:

The District issued RFP #2018-13 inviting contractors to submit qualifications and proposals to perform the work associated with the project. The RFP stated that the project would be subject to the District's Community Benefits Agreement. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Erickson-Hall Construction Co. (Erickson-Hall) as the LLB contractor. On June 14, 2018, the Board of Trustees ratified the LLB agreement with Erickson-Hall for this project.

On September 26, 2018, the Office of Public School Construction notified the District that it had been awarded a Career Technology Education (CTE) facilities grant for the full scope of work related to the CTE Engineering Labs. The grant would allow the District to expand the CTE scope of work that had been previously bid. Erickson-Hall competitively bid the subcontractor packages for the expanded CTE scope of work, and has identified the subcontractors they plan to use on the project. Staff has negotiated the LLB agreement, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board. The LLB agreement shall be amended to include the expanded CTE scope of work.

Budget Implication:

The current GMP, associated contingencies, and allowances for the original bid work is \$9,175,771. The LLB agreement's GMP will be amended by \$618,348 to incorporate the expanded CTE scope of work. The total project cost for the amended GMP including District contingencies, and allowances will not exceed \$9,794,119. (Measure H Funds, CTE Facilities Program Grant Funds, and/or other funds as appropriate)

Staff Recommendation:

It is recommended that the Board ratify the amendment to the LLB agreement with Erickson-Hall for the Oxford Academy New Construction and Modernization project.  
**[EXHIBIT YY]**

11.24 **Selection of Design-Build Contractor, Trane U.S., Inc., dba Trane HVAC/EMS Design-Build Services RFP# 2019-31**

Background Information:

The California Clean Energy Jobs Act was created with the approval of Proposition 39 in the statewide general election of November 2012. The statute made changes to the corporate

income tax code and allocated projected revenue to the State's General Fund and the Clean Energy Job Creation Fund for five fiscal years, beginning with fiscal year 2013-14. The revenue generated has already been distributed to school districts for the purpose of implementing energy efficient projects at school sites and other district facilities. In 2018, the District utilized Proposition 39 funding for the replacement of lighting at various school sites. Currently, the District is electing to use some of its allocated Proposition 39 funding for the replacement of aging heating, ventilation, and air conditioning (HVAC) equipment with new energy-efficient units. Additionally, the District desires to continue to migrate its HVAC controls to an energy management system (EMS), which greatly improves the District's ability to monitor the use and maintenance of its equipment. The sites selected for this project are Anaheim and Katella high schools, Hope School, as well as the Gilbert West facility. These sites have HVAC equipment and controls in the greatest need for replacement. Due to the specialized nature of the work and procurement schedule, staff has determined that the best project delivery method would be through a Design-Build (DB) agreement, which the District is authorized to utilize pursuant to Education Code Sections 17250.2 et. al. Under this method of delivery, one entity is responsible for designing and constructing the improvements. The selection of this entity is based on a best-value evaluation, which takes into account a number of factors including, but not limited to, cost, experience of team members, and preliminary design.

Current Consideration:

On January 17, 2019, the Board of Trustees approved the use of the DB project delivery method for the design and construction of the Proposition 39 HVAC project. The District issued a Request for Proposals (RFP) for these DB services in February 2019. After evaluation of the submitted qualifications and proposals, and interviews of the shortlisted firms, staff recommends to the Board of Trustees the selection of Trane U.S. Inc., dba Trane (Trane), as the DB contractor for the project based on the fact it achieved the highest best value score pursuant to the criteria set forth in the RFP. Next, staff will commence negotiations with the selected contractor for the DB agreement that will include the guaranteed maximum price (GMP) and other costs. Per statute, the DB agreement must be executed prior to June 30, 2019.

Budget Implication:

There is no budget impact for the selection of the DB contractor for the HVAC/EMS project. The final GMP including associated costs, allowances, and contingencies will be presented to the Board of Trustees for ratification at the July 2019, Board meeting. Proposition 39 Funds, mainly, Facilities, and/or Maintenance Funds will be used.

Staff Recommendation:

It is recommended that the Board approve the selection of Trane as the DB contractor pursuant to RFP #2019-31, and delegate authority to the assistant superintendent, Business to: (1) negotiate and enter into the DB agreement pursuant to the terms indicated in the forms of the DB contract documents, subject to minor revisions approved by staff and legal counsel; and (2) take all steps and perform all actions necessary to execute and implement the DB agreement to take any actions deemed necessary to best protect the interest of the District, all subject to ratification by the Board of Trustees.

11.25 **Ratification of Change Orders**

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

RFP #2018-13, Savanna High School  
Modernization-Phase 1 (Measure H Funds and other funds)

P.O. #L64A0347

Erickson-Hall Construction Co.	
Original Contract	\$5,162,548.80
Change Order #1 [EXHIBIT ZZ]	(\$216,640.79)
New Contract Value	\$4,945,908.01

Bid #2019-24, Sycamore Junior High School	P.O. #M64A0265
Security Fencing Phase 1 (Measure H Funds)	
Red Hawk Services	
Original Contract	\$382,763
Change Order #1 [EXHIBIT AAA]	(\$10,000)
New Contract Value	\$372,763

Bid #2019-28, Savanna High School	P.O. #M64A0305
Interim Changing Rooms (Measure H Funds)	
IVL Contractors, Inc.	
Original Contract	\$188,900
Change Order #1 [EXHIBIT BBB]	(\$22,669)
New Contract Value	\$166,231

Staff Recommendation:

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

11.26 **Notices of Completion**

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

RFP #2018-13, Savanna High School	P.O. #L64A0347
Modernization-Phase 1 (Measure H Funds and other funds)	
Erickson-Hall Construction Co.	
Original Contract	\$5,162,548.80
Contract Changes	(216,640.79)
Total Amount Paid	\$4,945,908.01

Bid #2019-24, Sycamore Junior High School	P.O. #M64A0265
Security Fencing Phase 1 (Measure H Funds)	
Red Hawk Services	
Original Contract	\$382,763
Contract Changes	(\$10,000)
Total Amount Paid	\$372,763

Bid #2019-28, Savanna High School	P.O. #M64A0305
Interim Changing Rooms (Measure H Funds)	
IVL Contractors, Inc.	
Original Contract	\$188,900
Contract Changes	(\$22,669)
Total Amount Paid	\$166,213

Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept RFP 2018-13, as well as Bids 2019-24 and 2019-28 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

11.27 **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 CCC]**

11.28 **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 DDD]**

11.29 **Donations**

Staff Recommendation:

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

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports April 26, 2019, through June 10, 2019. **[EXHIBITS FFF and GGG]**

11.31 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report April 26, 2019, through June 10, 2019. **[EXHIBIT HHH]**

11.32 **SUPPLEMENTAL INFORMATION**

11.32.1 ASB Fund, April 2019 **[EXHIBIT III]**

11.32.2 Cafeteria Fund, March 2019 **[EXHIBIT JJJ]**

11.32.3 Enrollment, Month 10 **[EXHIBIT KKK]**

**EDUCATIONAL SERVICES**

11.33 **Consolidated Application and Reporting System (CARS)**

Background Information:

The Consolidated Application and Reporting System (CARS) is a mechanism for gathering financial and program related information, which is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to

county offices, school districts, and direct-funded charter schools throughout California. Local educational agencies use the web-based system to electronically apply for and manage funds, report expenditures, and to provide assurances that the District will adhere to legal requirements. The system is also used by the CDE categorical program and fiscal services staff to collect financial and participation data to ensure compliance with state and federal regulations. The District participates in the following programs currently referenced in the Consolidated Application: Title I, Part A, Basic Grant; Title II, Part A, Supporting Teacher Instruction; Title III, Part A, English Learners; Title III, Part B, Immigrant Students; and Title IV, Part A, Student Support and Academic Enrichment.

Current Consideration:

The CDE requires approval by the Board of Trustees of CARS once per year. CARS must be Board approved before federal funds received during the upcoming fiscal year can be spent.

Budget Implication:

Federal funds administered through CARS must supplement the District's base fund, as well as adhere to the legal requirements related to specific formulas driven by state and/or federal categorical programs.

Staff Recommendation:

It is recommended that the Board of Trustees approve the Consolidated Application and Reporting System (CARS). **[EXHIBIT LLL]**

**11.34 Agreement Amendment, ATvantage Athletic Training**

Background Information:

The Educational Services Division has been working since early 2013 with ATvantage Athletic Training to provide athletic training services to high school sites. ATvantage Athletic Training is an independent contractor designed to provide athletic training services to school sites throughout the District, in which a certified athletic trainer is currently not employed or the position is vacant. A certified athletic trainer is a health care provider recognized by the American Medical Association and defined as an allied health professional who provides education, prevention, emergency care, clinical diagnosis, therapeutic intervention, as well as rehabilitation services for a variety of injuries and medical conditions. Recently a new classification of athletic trainer was created, and Human Resources conducted a thorough search, hiring an athletic trainer for seven of eight open high school sites.

Current Consideration:

On June 16, 2016, the Board of Trustees approved the Educational Consulting agreement with ATvantage Athletic Training to provide, as needed, substitute services for all athletic trainer absences beginning on the first full day absent. Kennedy and Savanna high schools had been unable to fill their athletic trainer positions. Substitutes have been working the hours needed to provide appropriate medical care to the students at these school sites. The original agreement was at a cost not to exceed \$6,000, for services provided July 1, 2018, through June 30, 2019. On January 17, 2019, an amendment was approved to increase the total amount to \$10,000. An additional \$500 is requested to provide Certified Athletic Trainers, for the time the sites did not have an athletic trainer in place at Kennedy and Savanna high schools. The amended total cost is not to exceed \$10,500. All other terms and conditions of the original agreement will remain in force.

Budget Implication:

The total amended cost is not to exceed \$10,500 for the 2018-19 year. (General Funds)



Staff Recommendation:

The Board of Trustees is requested to approve the agreement amendment.  
**[EXHIBIT MMM]**

11.35 **Memorandum of Understanding (MOU) Amendment, TeachFX, Inc.**

Background Information:

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:

On December 13, 2018, The District approved an MOU with TeachFX for the purchase of 100 licenses at a price not to exceed \$39,000. Due to a high interest in the services, it is requested that an amendment be submitted to increase the licensing from 100 to 200. The amount not to exceed would also increase to \$63,000. All other terms of the contract remain intact. Services will be provided January 1, 2019, through December 31, 2019.

Budget Implication:

The total cost for these services is not to exceed \$63,000. (Grant and LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the amendment to the MOU.  
**[EXHIBIT NNN]**

11.36 **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:

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. Services will be provided June 21, 2019, through June 30, 2020.

Budget Implication:

The total cost for these services is not to exceed \$46,000. (LCFF Funds)

Staff Recommendation:

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

11.37 **Statement of Work, University of California, Transcript Evaluation Service**

Background Information:

University of California School University Partnership (UC-SUP) includes University of California Office of the President (UCOP) programs, state programs (ARCHES-Multiple Pathways) and federal programs (FOCUS, GEAR UP, Math and Science Partnership [MSP], and TRIO). The goal of UC-SUP is to provide the highest quality education to students within the District in order to increase the number of educationally disadvantaged students prepared for higher education and the workplace, as well as for regular and competitive admission to the University of California. UC has provided secured technologies and web services to manually transfer and UC to accept personal demographic, academic, and other confidential individual record level data necessary to conduct the evaluation by the UC Transcript Evaluation Service (TES).

Current Consideration:

The University of California (UC) would like to continue to provide support to our District through the UC Transcript Evaluation Service (TES). TES will help determine student progress toward meeting the eligibility requirements for the California's public systems of higher education. For the 2019-20 year, TES would like to provide services to evaluate data at all of our District high schools. With these services, high schools will be better equipped to monitor student's progress in meeting A-G requirements.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the statement of work.

**[EXHIBIT PPP]**

11.38 **Transportation Agreement, Magnolia High School**

Background Information:

Under the Individuals with Disability Education Act, the District is obligated to provide transportation services to special education students that require transportation to receive a free and appropriate public education. Our Transportation Department safely and effectively transports approximately 700 special education students on any given school day. In rare circumstances, a student's needs are such that our Transportation Department is not able to safely or efficiently transport the student. In those circumstances, alternative forms of transportation are provided through contracted services or through reimbursing parents the cost incurred in transporting their child. These alternative forms of transportation are permitted under the Education Code and federal law. Due to student confidentiality, the transportation agreements are redacted with limited information provided regarding the student or family.

Current Consideration:

The Board of Trustees is requested to ratify the extended school year (ESY) transportation agreement to reimburse the parent of a special education student attending ESY at Magnolia High School, located at 2450 W. Ball Road., Anaheim, CA 92801, for providing round trip daily transportation, June 3, 2019, through June 28, 2019.

Budget Implication:

The total cost is not to exceed \$83.60. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the transportation agreement.

**[EXHIBIT QQQ]**

11.39 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), Garden Grove Unified School District (GGUSD)**

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 8, 2018, through June 30, 2019.

Budget Implication:

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

Staff Recommendation:

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

11.40 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for English, science, and world language 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 SSS]**

11.41 **Field Trip Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted.

**[EXHIBIT TTT]**

## **HUMAN RESOURCES**

11.42 **Agreement, Teaching Internship, California State University, Fullerton**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. Intern agreements permit university students to provide services to District students as a paid employee of the

District. The District has had various student teaching and intern agreements in place with California State University, Fullerton (CSUF), since 2003.

Current Consideration:

The intern agreement with CSUF is a renewal agreement. University students will meet with school site master teachers to be involved in the students' preparation for internship. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the intern teacher. Additionally, professional attire, development, and conduct will be reviewed. The agreement will be effective July 1, 2019, through June 30, 2025. The agreement will be signed following Board approval.

Budget Implication:

The services are provided as a budgeted annual expense. Intern teachers will be placed on the Teacher Salary Schedule according to District policies regarding previous experience and/or education. (General Funds)

Staff Recommendation:

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

11.43 **Agreement, Student Teaching, California State University, Fullerton**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had a student teaching agreement in place with California State University, Fullerton since 2001.

Current Consideration:

This agreement is a renewal of the current agreement already in place with California State University, Fullerton. The current agreement expires June 30, 2019. University students will meet with school site master teachers to be involved in the students' preparation for student teaching. This agreement provides opportunities for student teachers to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. This agreement will be in effect July 1, 2019, through June 30, 2025. The 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 student teaching agreement. **[EXHIBIT VVV]**

11.44 **Memorandum of Understanding (MOU), Azusa Pacific University**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had

student teacher and social work intern agreements in place with Azusa Pacific University since 2003.

Current Consideration:

This MOU is a renewal of the previous agreement that expires June 30, 2019. This agreement provides the opportunity for Azusa Pacific University students to provide supervised support to District students and staff while completing their education in one of the following programs: teacher education student teaching, teacher education intern teaching, teacher education clear/induction field experience, school counseling and school psychology field program, school counseling and school psychology intern, administrative services preliminary field experience, administrative services intern, and administrative services clear field experience.

Students will work under the supervision of District personnel including school site master teachers, psychologists, or other leaders relevant to their field of study to develop skills that prepare them for a career in education. This agreement provides opportunities for all students and interns in their respective fields to observe, participate, and assist. Additionally, District personnel will model professional attire, development, and conduct. This agreement will be in effect July 1, 2019, through June 30, 2024. The MOU 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 MOU. **[EXHIBIT WWW]**

11.45 **Agreement Amendment, Atkinson, Andelson, Loya, Rudd & Romo, PC**

Background Information:

The Board of Trustees approved an attorney-client retainer agreement with Atkinson, Andelson, Loya, Rudd & Romo, PC (AALRR), on July 12, 2018, for legal services, which are not provided by attorneys at the Orange County Department of Education, August 1, 2018, through June 30, 2020, at a cost not to exceed \$200,000.

Current Consideration:

This agreement is for legal services related to Human Resources and staff has determined that an increase to the amount of the agreement by an additional \$150,000, for a total amount not to exceed \$350,000, is needed.

Budget Implication:

Increase the amount of this agreement by an additional \$150,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment to reflect an increase of \$150,000, for a total amount not to exceed \$350,000.

11.46 **Agreement, Parker & Covert, LLP**

Background Information:

Parker & Covert, LLP provide specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Parker & Covert,

LLP specialize in employment law, personnel, negotiations, and labor relations. The District has had an agreement in place with Parker & Cover, LLP, since 2011.

Current Consideration:

Services will be provided July 1, 2019, through June 30, 2021, on an as-needed basis.

Budget Implication:

The total cost of the two-year agreement is not to exceed \$275,000. (General Funds)

Staff Recommendation:

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

11.47 **Agreement, Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC**

Background Information:

Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, specialize in employment law, education law, personnel, negotiations, as well as labor relations. The District has had an agreement in place with Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, since 2005.

Current Consideration:

Services will be provided July 1, 2019, through June 30, 2020, on an as-needed basis.

Budget Implication:

The total cost of this agreement is not to exceed \$150,000. (General Funds)

Staff Recommendation:

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

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

Background Information:

The District's Human Resources Division is mandated by law, including the American Disabilities Act (ADA), to ensure the rights of employees and the District when health, or medical issues affect an employee's work and may lead to accommodations. Monjaras and Wismeyer Group, Inc. perform essential functions that require critical knowledge and expertise in specific areas, including accommodation meetings, job analysis, return-to-work programs, as well as other specialized functions. The District has had an agreement in place with Monjaras and Wismeyer Group, Inc. since 2011.

Current Consideration:

The agreement provides services July 1, 2019, through June 30, 2020. The services are typically related to employee accommodations and return-to-work agreements.

Budget Implication:

Services will be provided on an as-needed basis at a cost not to exceed \$10,000. (General Funds)

Staff Recommendation:

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

11.49 **2018-19 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 2018-19 year, which were reported to school administrators for remediation.

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 report. **[EXHIBIT AAAA]**

11.50 **Certificated Personnel Report**

Staff Recommendation:

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

11.51 **Classified Personnel Report**

Staff Recommendation:

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

**SUPERINTENDENT'S OFFICE**

11.52 **Public Disclosure of Superintendent's Employment Agreement**

Background Information:

On May 7, 2019, The Board of Trustees approved an increase in compensation and modifications to the employment agreement with Michael B. Matsuda, Superintendent of the Anaheim Union High School District.

Current Consideration:

This item is to publicly disclose the superintendent's employment agreement.

Budget Implication:

There will be a minimal budget impact.

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 employment agreement.

**[EXHIBIT DDDD]**

11.53 **Public Disclosure of Employment Agreements with Assistant Superintendents, Chief Academic Officer, and District Counsel**

Background Information:

On May 7, 2019, the Board of Trustees approved an increase in compensation and modifications to the employment agreements with Jaron Fried, Ed.D., Assistant Superintendent of Educational Services; Brad Jackson, Assistant Superintendent of Human Resources; Jennifer Root, Ed.D., Assistant Superintendent of Business Services; Manuel Colón, Chief Academic Officer; and Karl H. Widell, District Counsel.

Current Consideration:

This item is to publicly disclose the employment agreement with the Assistant Superintendents, Chief Academic Officer, and District Counsel.

Budget Implication:

There will be a minimal budget impact.

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 employment agreement.

**[EXHIBITS EEEE, FFFF, GGGG, HHHH, and IIII]**

11.54 **Conferences and/or Meetings**

It is recommended that the Board of Trustees ratify the attendance to the following conference by the superintendent with payment of necessary expenses (travel, hotel, parking, taxi, etc.)

11.54.1 The Northern California Universities Field Trip, May 17, 2019, through May 19, 2019, at a cost not to exceed \$300. (General Funds)

11.54.2 The American Museum of Natural History, New York, NY-OC Education Partners, August 1, 2019, through August 2, 2019, at a cost not to exceed \$1,200. (General Funds)

Staff Recommendation:

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

11.55 **California School Boards Association (CSBA) Annual Education Conference and Delegate Assembly**

Background Information:

CSBA annual conference and trade show is CSBA's premier continuing education program, delivering practical solutions to help governance teams from districts and county offices improve student learning and achievement.



Current Consideration:

The California School Boards Association's Annual Conference and Trade Show 2019 will be held December 5, 2019, through December 7, 2019, in San Diego, California.

Budget Implication:

The conference registration rates, per person, are as follows: early registration, \$550 (June 4-August 2); regular registration, \$580 (August 3-November 8); and late registration, \$825. The hotel rate is \$269, per night, for the Marriott Marquis San Diego Marina. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees discuss and/or approve payment for the superintendent and Board members that request to attend the conference, with payment of their necessary expenses.

11.56 **California School Boards Association (CSBA) Membership**

Background Information:

CSBA is the nonprofit education association representing the elected officials who govern public school districts and county offices of education. A membership-driven organization, CSBA provides policy resources and training to members, as well as represents the state-wide interests of public education through legal, political legislative, community, and media advocacy. The cost is based on the total revenue figures for the District as reported to the California Department of Education.

Current Consideration:

CSBA membership benefits include policy analysis and services, leadership development, and education advocacy.

Budget Implication:

The cost of membership for the 2019-20 year is not to exceed \$20,237. (General Funds)

Staff Recommendation:

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

11.57 **California School Boards Association (CSBA), GAMUT Online Policy Services**

Background Information:

The District is a member of CSBA and receives many benefits of membership. CSBA also provides comprehensive guidance regarding school board policies, administrative regulations, by-laws, and procedures. The GAMUT online service provides access to and use of model policies that comply with all state and federal legal requirements. The model policies are continually updated as new laws or mandates are implemented.

Current Consideration:

GAMUT online provides access to all model CSBA policies, regulations, and bylaws for use by the District. This is a renewal of the subscription. Staff suggests that the Board approve renewing this subscription annually until such time that the Board determines the subscription is no longer necessary.

Budget Implication:

The total cost for the 2019-20 year is \$5,935. For the 2018-19 year, the total cost was \$5,680. The District shall pay the annual fee as set forth in the renewal notice provided by CSBA to the District. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the ongoing subscription to CSBA's GAMUT online service.

11.58 **Board of Trustees' Meeting Minutes**

11.58.1 April 11, 2019, Regular Meeting [EXHIBIT JJJJ]

11.58.2 May 7, 2019, Regular Meeting [EXHIBIT KKKK]

Staff Recommendation:

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

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

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

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

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

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, July 11, 2019, at 6:00 p.m.

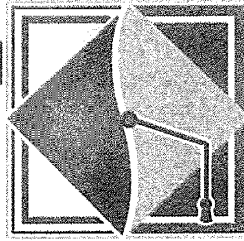
Thursday, August 15  
Thursday, September 12  
Thursday, October 10

Tuesday, November 5  
Thursday, December 12

14.2 **Suggested Agenda Items**

15. **ADJOURNMENT**

*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, June 17, 2019.*

2018-19 CLASSIFIED EMPLOYEE OF THE YEAR NOMINEES

<b>SCHOOL SITE/DEPARTMENT</b>	<b>EMPLOYEE</b>	<b>POSITION</b>
Anaheim High School	Marcella Deem	Sr. Administrative Assistant
Ball Junior High School	Maricela Mendoza	Secretary-Registrar/Records (Bilingual)
Brookhurst Junior High School	Stephen Vautrin*	Instructional Assistant – Deaf/Hard of Hearing
Cypress High School	Luz Mauldin	Secretary-Registrar/Records
Dale Junior High School	Jennifer Perry	Instructional Assistant – Specialized Academic Instruction
Food Services	Jaime Carranza*	Sr. Warehouse Worker – Food Services
Gilbert High School	Susan Castellanos	Campus Safety Aide
Human Resources – Certificated	Teresa Jojola	Credentials Technician
Human Resources – Classified	Michelle Steck	Human Resources Technician
Hope School	Regina Gonzales	Instructional Assistant- Medically Fragile/Orthopedically Impaired
Information Technology	William Canseco-Gomez	Technology Services Technician
Katella High School	Joseph Wong*	Technology Services Technician
Kennedy High School	Sharon Yager*	Sr. Administrative Assistant
Lexington Junior High School	Wen Chi Wei	Technology Services Technician
Loara High School	Sandra Denunno-Putnam	Secretary-Attendance
Magnolia High School	Karl Hobson	Custodian
Maintenance & Operations	Desare Burdick	Office Assistant
Orangeview Junior High School	Elva Arias	Secretary-Attendance
Oxford Academy	Fernando Herrera	Custodian
Savanna High School	Lourdes Espinoza-Tamayo	Secretary-Attendance (Bilingual)
South Junior High School	James Patanella	Food Services Manager I
Sycamore Junior High School	Jerry Santacruz	Custodian
Transportation	Craig Gay	Driver Instructor
Walker Junior High School	Lilia Palos-Bergado**	Sr. Administrative Assistant
Western High School	Francisco Barrios	Custodian

\* Classified Employee of the Year Finalist

\*\* Classified Employee of the Year



# Better World Conservatory of the Arts & Sciences

Charter Petition Submitted to the  
Board of Education  
of the Anaheim Union High School District  
July 1, 2020 to June 30, 2025  
Date of Submission: May 21, 2019

**FOR ADDITIONAL INFORMATION, PLEASE CONTACT:**

Dr. Maribel Galan, Executive Director  
Tel. (562) 315-3784| [betterworldcharter@gmail.com](mailto:betterworldcharter@gmail.com)

---

## CONTACT PERSON

Maribel Galan, Ed.D  
(562) 315-3784  
[betterworldcharter@gmail.com](mailto:betterworldcharter@gmail.com)

---

**LETTER OF INTENT**

**BWCAS**  
2860 West Monroe Avenue  
Anaheim, CA 92801  
[betterworldcharter@gmail.com](mailto:betterworldcharter@gmail.com)

May 21, 2019

Anaheim Union High School  
501 N. Crescent Way,  
Anaheim, CA 92801

**RE:** Letter of Intent to open Better World Conservatory of the Arts and Sciences (BWCAS)

Dear Superintendent Michael Matsuda,

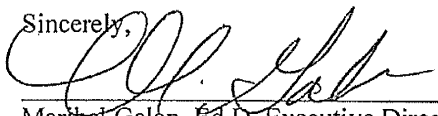
Please accept our letter of intent to submit a charter school petition for consideration and potential approval by the Anaheim Union High School District. Better World Conservatory of the Arts and Science proposes to open for the 2020-2021 school year, serving grades seventh through twelfth grades.

Better World Conservatory of the Arts and Science (BWCAS) is a free 7-12 public charter school. BWCAS is committed to the development of the whole child; scholarly, socially responsible, self-aware, self-expressive, service-oriented students of the world who actively and collectively work beside teachers, community organizers, and artists toward a more sustainable and just society for all. Every member of the BWCAS community believes the only antidote to dehumanization, is humanization, which will be mirrored, modeled, and operationalized, through iterative, ever-evolving systems and practices of the school.

Better World CAS's vision will be realized when ALL of our students are equipped with the knowledge and skills to attend and graduate from a 4-year university and pursue a career path contributing to society. They will be socially conscious, culturally sensitive, critical thinkers and innovative change-makers, whose talents will be applied across a broad range of fields, while their cognizance of issues related to human rights, environmental preservation, and animal protection will contribute to the development of a more peaceful and just society.

We look forward to working with the Anaheim Union High School District and building a long, harmonious and productive relationship for the benefit of all students.

Sincerely,

  
\_\_\_\_\_  
Maribel Galan, Ed.D, Executive Director

## Table of Contents

<b>ASSURANCES AND AFFIRMATIONS.....</b>	<b>8</b>
<b>EXECUTIVE SUMMARY.....</b>	<b>10</b>
Mission and Vision.....	10
Founding Members.....	10
<b>ELEMENT 1: THE EDUCATIONAL PROGRAM.....</b>	<b>13</b>
Community Need for the Charter.....	13
Student Population to be Served.....	19
Enrollment Projection.....	20
Educational Philosophy.....	20
Annual Goals and Action.....	28
Guiding Principles.....	36
How Learning Best Occurs.....	36
Educated Person in the 21st Century.....	36
Instructional Design.....	39
Curriculum and Instruction.....	44
Course Offerings.....	71
Textbooks and Instructional Materials.....	105
Academic Calendar and Schedules.....	108
Teacher Recruitment and Professional Development.....	112
Meeting the Needs of All Students.....	116
English Learners.....	117
<i>Process for Identifying English Learners.....</i>	<i>119</i>
<i>Meaningful Access to the Full Curriculum.....</i>	<i>120</i>
<i>Essential Actions for Academic Language Success.....</i>	<i>121</i>
<i>Process and Specific Criteria for EL Reclassification.....</i>	<i>121</i>
<i>Assessment of English Learners with Disabilities.....</i>	<i>122</i>
<i>Reclassifying English Learners with Disabilities.....</i>	<i>122</i>
<i>Process for Monitoring Progress of ELs.....</i>	<i>122</i>
<i>Strategies for English Learners and Interventions.....</i>	<i>123</i>
<i>Gifted and Talented Students.....</i>	<i>127</i>
<i>Students Achieving Below Grade Level.....</i>	<i>130</i>
<i>Socio-Economically Disadvantaged Students.....</i>	<i>131</i>
Students with Disabilities.....	132
<i>SELPA Affiliation.....</i>	<i>132</i>
<i>Referral for Assessment.....</i>	<i>133</i>
<i>Assessment.....</i>	<i>133</i>
<i>Development and Implementation of IEP.....</i>	<i>135</i>
<i>Special Education Strategies for Instruction and Services.....</i>	<i>136</i>
<i>Identification of Students with Disabilities.....</i>	<i>138</i>
<i>Referral for Assessment.....</i>	<i>138</i>
<i>Development of the IEP.....</i>	<i>139</i>
<i>Interim and Initial Placement of New BCAS Students Staffing.....</i>	<i>141</i>
<i>Staffing.....</i>	<i>142</i>
<i>Procedural Safeguards.....</i>	<i>146</i>
<i>Dispute Resolution.....</i>	<i>146</i>
<i>Complaint Procedures.....</i>	<i>147</i>

<i>Section 504 of the Rehabilitation Act</i> .....	147
Students in Other Subgroups.....	148
Foster Youth Students.....	149
Meeting the Needs of Homeless Students.....	150
A Typical Day.....	151
<b>ELEMENT 2 &amp; 3: MEASURABLE PUPIL OUTCOMES</b> .....	153
Measurable Goals of the Educational Program.....	153
<i>Method of Assessment</i> .....	153
<i>High School Assessments</i> .....	156
<i>Using Standardized Test Scores in Measuring Student Progress</i> .....	157
<i>Accountability of Student Progress</i> .....	157
<i>Use of Assessment Data</i> .....	158
<i>Reporting Assessment Data</i> .....	158
<i>Grading and Progress Reporting</i> .....	159
<i>Promotion and Retention of Students</i> .....	159
<i>Appeals Process for Retention</i> .....	160
<i>SMART Instruction Data Reflection Template</i> .....	160
<b>ELEMENT 4: GOVERNANCE</b> .....	163
Governance.....	163
Organizational Chart.....	164
Board of Trustees.....	164
Board of Trustees Composition and Member Selection .....	165
<i>Roles and Responsibilities</i> .....	167
<i>Meetings and Actions</i> .....	168
<i>Stakeholder Involvement</i> .....	169
<i>Board Professional Development</i> .....	170
LCAP Development.....	170
English Language Advisory Committee.....	171
School Site-Based Advisory Council.....	171
Parent Investment and Involvement.....	171
Executive Director.....	173
Director of Finance and Business Affairs.....	173
Director of Human Development and Talent.....	174
Principal.....	174
Business and Operations Management.....	174
<b>ELEMENT 5: EMPLOYEE QUALIFICATIONS</b> .....	176
Employment.....	176
Executive Director.....	177
Director of Finance and Business Affairs.....	179
Director of Human Development and Talent.....	181
Principal.....	183
Assistant Principal.....	185
Faculty Teaching Positions.....	187
Resource Specialist Teacher.....	188
Counselor.....	189
Paraprofessionals.....	190
Other Staff Personnel.....	191
<i>Building Manager</i> .....	191
<i>After School Educator</i> .....	192



Other Administrative Staff.....	193
<b>ELEMENT 6: HEALTH AND SAFETY PROCEDURES.....</b>	<b>195</b>
Workplace Safety.....	195
Facility Safety.....	196
Maintenance.....	196
FERPA.....	197
Background Checks.....	197
Tuberculosis Testing.....	197
Mandated Reporting.....	197
Volunteers.....	197
Immunization and Pathogens.....	198
Medication and Health Screenings.....	198
Health and Wellness.....	199
National Lunch Program (NLP) .....	199
Mental Health Services.....	200
Suicide Prevention.....	201
Emergency Drills .....	205
<b>ELEMENT 7: MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE.....</b>	<b>209</b>
Maintaining Racial and Ethnic Balance.....	209
Legal Guidelines.....	210
Plan to Achieve Racial and Ethnic Balance.....	210
<b>ELEMENT 8: ADMISSIONS REQUIREMENTS.....</b>	<b>213</b>
Admission Requirements.....	213
Student Recruitment.....	214
Mckinney-Vento Homeless Assistance Act.....	214
Non-Discrimination.....	214
Application Process.....	214
Lottery Preferences and Procedures.....	215
Lottery and Enrollment Procedures.....	215
Founding Parent Requirement.....	217
Means of Notifying Families.....	217
Methods for Documenting Fair Execution of Lottery Procedures.....	218
<b>ELEMENT 9: ANNUAL FINANCIAL AUDITS.....</b>	<b>220</b>
Budgets.....	220
Annual Audit Procedures.....	220
On Site Financial Management.....	222
<b>ELEMENT 10: SUSPENSION AND EXPULSION PROCEDURES.....</b>	<b>223</b>
Discipline Foundation Policy.....	223
Research on Classroom Management.....	224
<i>School Climate.....</i>	<i>224</i>
<i>Classroom Climate.....</i>	<i>225</i>
<i>Classroom Management.....</i>	<i>226</i>
<i>Teacher Education and Classroom Management.....</i>	<i>226</i>
<i>Identifying Root Causes.....</i>	<i>227</i>
Suspension.....	228
Grounds for Suspension and Expulsion.....	228
Bullying and Hazing.....	232
Discrimination and Harassment.....	232

---

Students with Disabilities.....	234
Students not identified as Students with Disabilities.....	235
Suspension and Alternatives to Suspension.....	235
Due Process Procedures .....	237
Appeals Process.....	238
Expulsion Considerations.....	239
Follow Up Actions.....	241
<b>ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS.....</b>	<b>242</b>
<b>ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES.....</b>	<b>243</b>
<b>ELEMENT 13: RIGHTS OF DISTRICT EMPLOYEES.....</b>	<b>244</b>
<b>ELEMENT 14: DISPUTE RESOLUTION.....</b>	<b>245</b>
Disputes between District and Charter.....	245
Internal Disputes.....	246
<b>ELEMENT 15: CHARTER SCHOOL CLOSURE PROCEDURES.....</b>	<b>249</b>
<b>ADDITIONAL PROVISIONS.....</b>	<b>252</b>
<b>APPENDICES.....</b>	<b>259</b>

**TAB 1: Meaningfully Interested in the BWCAS**

- Teacher Signatures: Meaningfully Interested in teaching at BWCAS
- Parent Signatures: Meaningfully Interested in enrolling their child.

**TAB 2: School Proposed Calendar**

- Bell Schedule
- Anticipated SY 2020-21 Events/Holidays
- Required Immunization for School Entry
- Report of Health Examination for School Entry
- Proposed Student Registration Form – English
- Inscriccion para Estudiantes
- Proposed Lottery Form

**TAB 3: Five Year Charter School Financial Plan**

- Narrative
- Start Up Budget
- Charter School Planning Budget
- Cash Flow Projections
- 5000 Series Breakdown
- Charter School Facilities Worksheet
- State Benefits Percentages
- Components of LCFF Entitlement
- Graphs
- LCFF Calculator
  - Assumptions
  - Awards New Charter
  - District MYP Data
  - District NSS
  - District In-Lieu of Taxes
  - Calculator
  - EPA
  - LCAP

---

■ Summary

**TAB 4: Fiscal Policies**

**TAB 5: Salary Scales – Certificated**

**TAB 6: Founding Member – Resumes**

**TAB 7: Conflict of Interest Policy**

**TAB 8: Potential Facilities Plan**

**TAB: Articles of Incorporation**

**TAB: Bylaws**

---

## Affirmations and Assurances


As the authorized lead petitioner, I, Maribel Galan, hereby certify that the information submitted in this petition for a California public charter school to be named Better World Conservatory of the Arts and Sciences (“BWCAS or the “Charter School”), to be operated by Better World Public Schools and be located within the boundaries of the Anaheim Union High School District is true to the best of our knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessment tests pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non- charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School shall be deemed the exclusive public school employer of the employees of Better World Conservatory of the Arts and Sciences for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (b)(5)(O)]
- The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- The Charter School shall admit all pupils who wish to attend Better World Conservatory of the Arts and Sciences, and who submit a timely application, unless Better World Conservatory of the Arts and Sciences receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to Better World Conservatory of the Arts and Sciences shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)]
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to the Individuals with Disabilities in Education Improvement Act of 2004 (“IDEIA”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and Title II of the Americans with Disabilities Act of 1990 (“ADA”).
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- The Charter School shall ensure that teachers at Better World Conservatory of the Arts and Sciences hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by

---

statute, flexibility will be given to non-core, non-college Conservatory teachers. [Ref. California Education Code Section 47605(l)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves Better World Conservatory of the Arts and Sciences without graduating or completing the school year for any reason, Better World Conservatory shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. [Ref. California Education Code Section 47605(d)(3)]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
- The Charter School shall on a regular basis consult with its parents and teachers regarding Better World Conservatory of the Arts and Sciences education programs. Ref. California Education Code Section 47605(c)]
- The Charter School shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Section 47605-47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b), 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA") as re-authorized by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]

  
Maribel Galan, Ed.D Lead Petitioner

5/31/19  
Date

---

## Executive Summary

Better World Conservatory of the Arts and Sciences [BWCAS] is a seventh through twelfth grade secondary school committed to the development of the whole child; scholarly, socially responsible, self-aware, self-expressive, service-oriented students of the world who actively and collectively work beside teachers, community organizers, and artists toward a more sustainable and just society for all. Every member of the BWCAS community believes the only antidote to dehumanization, is humanization, which will be mirrored, modeled, and operationalized, through iterative, ever-evolving systems and practices of the school.

### MISSION

*In collaboration with educators, students, families, and community members, Better World Conservatory of the Arts and Sciences (BWCAS) is committed to providing a restorative educative space that fosters, models, and cultivates **humanity, humility, and inclusivity** through research based and data driven teachership, leadership and fellowship principles and practices.*

### VISION STATEMENT

BWCAS vision will be realized when ALL of our students are equipped with the knowledge and skills to attend and graduate from a 4-year university and pursue a career path contributing to society. They will be socially conscious, culturally sensitive, critical thinkers and innovative change-makers, whose talents will be applied across a broad range of fields, while their cognizance of issues related to human rights, environmental preservation, and animal protection will contribute to the development of a more peaceful and just society.

Better World Conservatory of the Arts and Sciences will provide a strong intellectual and ethical foundation through teaching practices that educate both the mind and the heart and promote academic excellence in conjunction with social-emotional intelligence, the arts and sciences. Our graduates will become leaders in their field that represent and advocate for peace, love, respect and humanity, having learned and applied a wide range of academic concepts and skills in the development and implementation of solutions to real-world problems. Our students will be the architects of a better, more humane world.

### FOUNDING TEAM

Better World Public School is a California nonprofit corporation with the intent to develop and operate California Public Charter Schools, including but not limited to, Better World Conservatory of the Arts and Sciences if and when the charter is approved.

**Dr. Maribel Galan** began her career in Los Angeles Unified School District 23 years ago as a middle school teacher and grade level chair in English Language Arts, Social Studies, Literacy and English Language Development. She joined East Whittier School District where she was asked to take on leadership roles in developing ELD programs. In 2005, Dr. Galan was hired to open the first elementary school under Aspire Public Charter Schools in the city of Huntington Park. She then opened the first Aspire middle school in the same area. Under her leadership, the school made a 79-point API increase in just the second year of operation. She also served as an elementary school principal in the Norwalk La Mirada Unified School District where the API school increased by 118 points under her leadership within a three year period. She became the Director of Curriculum and Instruction in the Anaheim City School District, responsible for all district-wide professional development and planning. Dr. Galan previously served as Senior Director of School Transformation at the Partnership for Los Angeles school serving the

---

lowest performing schools in high poverty communities under LAUSD in such areas as Watts, Boyle Heights, and South Los Angeles. Dr. Galan also has experience as a Superintendent in a small charter school organization in the city of Huntington Park.

Dr. Galan earned her Bachelor's degree in Law and Society from the University of California, Santa Barbara, a Master's in Education and Administration from California State University of Dominguez Hills and then went on to earn her Doctorate in Educational Leadership and Public Policy from Pepperdine University where she taught as an adjunct professor in the Masters of Education program for five years. She was then appointed as the Superintendent of Alta Public Schools. Most recently, Dr. Galan served as an independent consultant and coach supporting several schools in and out of the Los Angeles area including adult education. She is a part time professor with Chapman University teaching a Master's Course in Social Justice and Pedagogy.

### **Founding Board Members**

**Leah Lito (Board President)** has worked in the field of education for more than two decades. Her teaching career began abroad in Japan where she taught English for two years. When she returned, she discovered her passion for Special Education. After teaching for over a decade in elementary and secondary grade levels, she moved into school administration. She currently serves as the Program Specialist for Whittier City School District.

Lito earned her Bachelor of Science degree in Human Services from California State University, Fullerton in 2002 and her Master's in Education in 2004 from Azusa Pacific University.

**Dr. Cynthia Wang (Board Secretary)** is an Assistant Professor in the Department of Communication Studies at Cal State LA by day, and a recording and performing musician/writer by night. Her research and pedagogy use critical cultural perspectives to explore the ways in which communicative practices, in particular digital media and online social networks, re-configure social relations and power dynamics. She teaches classes on foundational communication theory, cultural studies, communication technology and new media, and visual cultures. Her work has been published in various peer-reviewed journals, and she is regularly presenting her research at national and international conferences. She is the founder of GlobaltraQs (<http://www.globaltraqs.com>), an online platform that maps out LGBTQ stories across history and geographical space in an effort to document stories and locate them around the world to decrease social isolation and bolster a sense of local and global solidarity. Cynthia released her EP album in 2015, performs around Southern California, and was featured on the official Skype blog for her song, "The Skype Song". She is working on a re-release of the 2015 album with a new single and remastered track.

Cynthia received her BS in Radio/TV/Film and Biological Sciences (with a minor in Asian American Studies) from Northwestern University, her MA in Media, Culture, and Communication from New York University, and her Ph.D. from the University of Southern California's Annenberg School of Communication.

**Fran de Leon (Board Member)** was born in Downtown Los Angeles, lived her early years in Manila, Philippines, then moved back to the States for as normal a childhood as a latch-key kid in Hollywood in the mid-80s could have had. At the age of six, she learned the entire soundtrack of Jesus Christ Superstar, because she thought she looked like Mary Magdalene, aka Yvonne Elliman, absorbing a very early lesson in the importance of equal representation in the arts. Theater became her focus from her senior year in high school and into college.

---

After two years at Glendale College, Fran opted out of studying theater in school to perform theater in schools instead touring with Twelfth Night Repertory and Will & Company, eventually becoming Associate Artistic Director of the latter. During this, she also began her career on the college circuit with Playfair, doing team building and non-competitive game playing programs for new students. From there, the requests started pouring in for her to create her own show to address issues of diversity. With her husband and artistic partner, Colin Cox, "Faces of America" premiered at the Los Angeles Theater Center, hailed as a "Best Bet" and took the country by storm. To date, the show has been performed at over 600 colleges, corporate trainings, and community events in 49 states. She's patiently waiting for Hawaii to call.

While theater for social change fed Fran de Leon's soul, it wasn't until her forties that she found the right way to feed her body and picked up the side gig of teaching fitness classes. Wishing she had come to body awareness earlier inspired Fran to create Arts & Fitness, an after-school and summer program designed to promote health and wellness through the artistic exploration of dance, voice, improv and Shakespeare. Presently, Fran is developing a holistic creativity workshop for women and a diversity leadership training for corporate & college. In the Los Angeles theater scene, Fran has performed with the Center Theater Group, South Coast Rep, East West Players, Playwrights' Arena, Critical Mass Performance Group, and LA Music Center on Tour. Past credits include the critically acclaimed "Dogeaters," "Ruby, Tragically Rotund," and "Sea Change." Festival credits include "The Third From the Left" at the New York Fringe, "The Merchant of Venice" at the UK/LA Festival, and "A Midsummer Night's Dream" at the 6th World Shakespeare Congress. Fran has taken the storytelling mic at the Funny Women Festival, Expressing Motherhood, WordNow, Laugh Riot Grrrl, and Back Story. And, yes, she still knows all the words to the JCS soundtrack.

**Fareed Farukhi (Board Member)** CPA is the Managing Partner at Farukhi & Company, LLP in Orange CA. Mr. Farukhi has over thirty-five years of tax, business consulting and M&A experience. The Firm consults for small to midsize companies both domestic and international, advise high net-worth individuals and companies on tax and business strategies including working with non-profit entities. Fareed Farukhi has served on various for-profit and nonprofit Boards. He was the past Chairman of the Board of a private school The New Horizon School System, presently serving on the Board of GOALS and GOALS Academy in Anaheim, He was the immediate past Chairman of the Board at the Islamic Society of Orange County in Garden Grove, past Executive Board Member of The Indus Entrepreneurs (TIE). He has been active in the Orange County and Los Angeles communities serving and working in various capacities with organizations on issues dealing with homelessness, immigration, cultural diversity and understating, education, interfaith, health care and other social issues in providing direct services and resources. Organized and volunteered in election campaigns of various candidates running for public office. Previously served on the Board of NCCJ and CCEJ and currently serving on the Board of Orange County Interfaith Network (OCIN).

Mr. Farukhi has recently been appointed as the Commissioner with the Orange County Human Relations Commission for the 4<sup>th</sup> District by the Orange County Mayors Selection Committee.

Mr. Farukhi is the Founder and Chairman of the Board of Universal Heritage and Research Center (UHRC), a startup non-profit, whose mission is to foster cross cultural engagement, education, research and understanding of people of all backgrounds. An initiative to peace building through arts, music and culture in embracing humanity of its richness and diversity. Mr. Farukhi is a community leader, a visionary and a bridge builder to collaborate with people and communities for positive social change.

Mr. Farukhi is married and a family man with three children and a grandson, a longtime resident of Buena Park.



**Element 1 | Educational Program**

*“A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” Ed. Code § 47605(b)(5)(A)(i).*

*“A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” Ed. Code § 47605(b)(5)(A)(ii).*

<b><u>GENERAL INFORMATION</u></b>	
The contact for this charter is:	Dr. Maribel Galan
The contact address for Charter School is:	2860 West Monroe Ave, Anaheim CA 92801
The contact phone number for Charter School is:	(562) 315-3784
The proposed address or target community of Charter School is:	Anaheim
This location of the Charter School is:	Anaheim Union High School District
The grade configuration of Charter School is	7th through 12th grades
The number of students in the first year will be:	232
The grade level(s) of the students in the first year will be;	Year 1: Grades 7. 8.
The scheduled opening date of Charter School is:	July 1, 2020 - 1st Day of School: August 12, 2019
The enrollment capacity is:	1st Year: 261, 2nd Year: 348, 3rd Year: 464, 4th Year: 580, 5th Year: 696
The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional Calendar
The bell schedule for Charter School will be:	Regular Days: 7-8th- 7:45 – 3:57; 9-12th - 7:30 – 3:35 Minimum Days: 7:30 - 12:49
The term of this charter shall be from:	July 1, 2020 to June 30, 2025

**COMMUNITY NEED FOR THE CHARTER**

Better World Conservatory of the Arts and Sciences [BWCAS] seeks to serve low income communities offering a rigorous, inquiry based, college Conservatory program that models and perpetuates critical pedagogy, inquiry, and ultimately, humanity. Our primary city of interest is Anaheim with a population

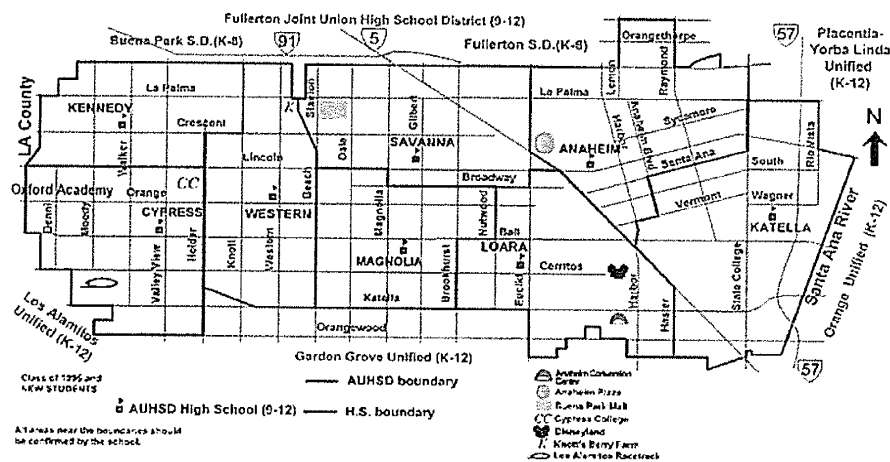
of approximately 352,497 people, where according to the US Census Bureau, 24.8% of residents hold a Bachelor's degree or higher, and 16.2% of the population is living in poverty (U.S Census Bureau). The chart below represents the ethnic composition of Anaheim, CA.

City of Anaheim, CA	#	Percent
Hispanic or Latino	153,374	46.8%
White alone, not Hispanic or Latino	117,607	35.9%
Asian alone	38,919	11.9%
Black or African American alone	7,939	2.4%
American Indian and Alaska Native alone	1,049	0.3%
Native Hawaiian and Other Pacific Islander alone	1,263	0.4%
Two or More Races	7,406	2.3%
Other Race Alone	457	.01%

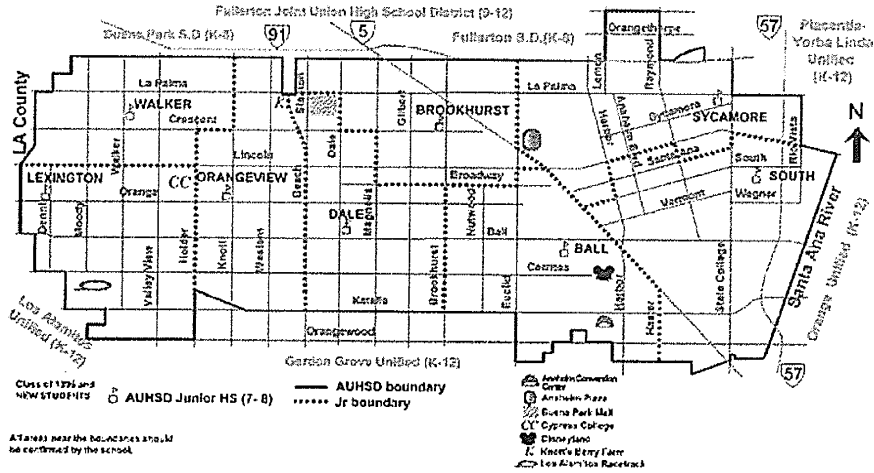
<http://www.city-data.com/races/races-Anaheim-California.html>

According to the California Department of Education (Fall 2017), Anaheim Union School District serves 30,729 students in Anaheim of which 75% of those students are English Language Learners and 75% are socioeconomically disadvantaged. Anaheim Union School District attendance areas are located on the map below.

High School Boundaries (Grades 9-12) - see map below



Junior High School Boundaries (Grades 7-8) - see map below



<http://www.auhsd.us/district/index.php/schools/schools-boundaries>

### Anaheim Union School District Demographics Data

The following chart and diagram represent the ethnic breakdown of students enrolled at Anaheim Union School District during the 2017-2018 school year (Dataquest). According to the District's figures, almost 67.8% of AUHSD's approximately 20,825 students are Hispanic or Latino. The next largest group are Asians representing 13% and Whites representing 5.9% of the student population.

Figure 1a: Enrollment by Ethnicity<sup>1</sup>

— Enrollment by Ethnicity Chart Data

Ethnicity	Enrollment	Percent
African American	672	2.2%
American Indian or Alaska Native	138	0.4%
Asian	4,020	13.1%
Filipino	1,314	4.3%
Hispanic or Latino	20,825	67.8%
Pacific Islander	171	0.6%
White	1,818	5.9%
Two or More Races	480	1.6%
Not Reported	1,291	4.2%
<b>Total</b>	<b>30,729</b>	<b>100.0%</b>

<sup>1</sup><https://dq.cde.ca.gov/dataquest/dqecensus/FarEthGrd.aspx?cds=3066431&agglevel=District&year=2017-18>

Figure 1b: Enrollment by Subgroups<sup>2</sup>

Subgroup	Charter School Enrollment	Non-Charter School Enrollment	Total Enrollment
English Learners	0	6,611	6,611
Foster Youth	0	130	130
Homeless Youth	0	3,828	3,828
Migrant Education	0	16	16
Students with Disabilities	0	3,643	3,643
Socioeconomically Disadvantaged	0	22,902	22,902
All Students	0	30,729	30,729

Figures 1.1 and 1.2 show the percentages of students attending AUHSD’s schools that met and exceeded grade level standards in English Language Arts and Mathematics according to the CAASPP in 2017 and 2018. The chart also includes the performance data for English Learners and year to year change.

Figure 1.1

District	School	ELA Standard Met / Exceeded 2017	ELA Standard Met / Exceeded 2018	Change	ELA - Econ. Disadv. Standard Met / Exceeded 2017	ELA - Econ. Disadv. Standard Met / Exceeded 2018	Change	ELA - ELL Standard Met / Exceeded 2017	ELA - ELL Standard Met / Exceeded 2018	Change
Anaheim Union High School District (AUHSD)	District	45.99%	43.67%	-2.32%	37.59%	35.78%	-1.81%	4.08%	3.52%	-0.56%
Continuation	Gilbert	9.06%	8.95%	-0.11%	8.52%	8.62%	0.10%	1.05%	1.54%	0.49%
High School	Anaheim	40.48%	38.21%	-2.27%	40.80%	37.21%	-3.59%	4.29%	3.85%	-0.44%
High School	Cypress	83.26%	80.78%	-2.48%	78.16%	76.68%	-1.48%	13.79%	32.26%	18.47%
High School	Katella	57.66%	49.69%	-7.97%	56.05%	48.59%	-7.46%	4.85%	2.15%	-2.70%
High School	Kennedy	78.07%	70.88%	-7.19%	73.31%	67.04%	-6.27%	18.75%	16.67%	-2.08%
High School	Loara	50.90%	43.96%	-6.94%	49.13%	41.08%	-8.05%	8.00%	3.06%	-4.94%
High School	Magnolia	51.97%	37.34%	-14.63%	49.73%	36.47%	-13.26%	10.53%	4.67%	-5.86%
High School	Oxford	99.34%	98.87%	-0.47%	99.49%	98.82%	-0.67%	n/a	n/a	n/a
High School	Polaris	40.42%	21.21%	-19.21%	41.17%	20.83%	-20.34%	n/a	n/a	n/a
High School	Savanna	47.00%	41.63%	-5.37%	45.72%	40.73%	-4.99%	4.88%	5.13%	0.25%
High School	Western	54.46%	40.71%	-13.75%	51.58%	37.83%	-13.75%	6.82%	8.51%	1.69%
Junior High	Ball	27.56%	25.43%	-2.13%	25.19%	23.53%	-1.66%	0.77%	0.42%	-0.35%
Junior High	Brookhurst	32.88%	28.57%	-4.31%	29.78%	25.62%	-4.16%	4.70%	2.21%	-2.49%
Junior High	Dale	32.80%	31.30%	-1.50%	30.31%	26.69%	-3.62%	2.78%	2.33%	-0.45%
Junior High	Lexington	67.09%	67.75%	0.66%	54.64%	56.24%	1.60%	11.54%	10.87%	-0.67%
Junior High	Orangeview	45.75%	41.37%	-4.38%	43.45%	39.13%	-4.32%	7.61%	3.77%	-3.84%
Junior High	South	26.25%	22.40%	-3.85%	23.90%	21.04%	-2.86%	1.02%	2.46%	1.44%
Junior High	Sycamore	20.34%	18.92%	-1.42%	19.59%	18.10%	-1.49%	0.64%	0.50%	-0.14%
Junior High	Walker	51.38%	56.31%	4.93%	40.87%	47.65%	6.78%	9.52%	8.14%	-1.38%

[www.caaspp.cde.ca.gov](http://www.caaspp.cde.ca.gov)

<sup>2</sup><https://data1.cde.ca.gov/dataquest/dqecensus/EnrCharterSub.aspx?cds=3066431&agglevel=district&year=2017-18&ro=v&ro=v&ro=v>

Figure 1.2

District	School	MATH Standard Met / Exceeded 2017	MATH Standard Met / Exceeded 2018	Change	MATH - Econ. Disadv. Standard Met / Exceeded 2017	MATH - Econ. Disadv. Standard Met / Exceeded 2018	Change	MATH - ELL Disadv. Standard Met / Exceeded 2017	MATH - ELL Disadv. Standard Met / Exceeded 2018	Change
Anaheim Union High School District (AUHSD)	District	28.64%	27.29%	-1.35%	20.43%	19.67%	-0.76%	3.44%	3.44%	0.00%
Continuation	Gilbert	0.71%	0.00%	-0.71%	0.87%	0.00%	-0.87%	0.00%	0.00%	0.00%
High School	Anaheim	15.28%	14.16%	-1.12%	15.89%	13.60%	-2.29%	1.36%	0.00%	-1.36%
High School	Cypress	50.76%	47.30%	-3.46%	41.75%	40.00%	-1.75%	21.21%	25.01%	3.80%
High School	Katella	17.36%	10.10%	-7.26%	16.91%	9.12%	-7.79%	0.00%	0.00%	0.00%
High School	Kennedy	49.13%	37.68%	-11.45%	41.29%	32.12%	-9.17%	13.34%	11.11%	-2.23%
High School	Loara	20.64%	23.36%	2.72%	19.21%	14.66%	-4.55%	5.82%	2.04%	-3.78%
High School	Magnolia	20.97%	14.47%	-6.50%	20.27%	14.28%	-5.99%	9.57%	2.86%	-6.71%
High School	Oxford	94.05%	95.47%	1.42%	90.31%	94.91%	4.60%	n/a	n/a	#VALUE!
High School	Polaris	5.89%	7.41%	1.53%	8.11%	11.11%	3.00%	n/a	n/a	#VALUE!
High School	Savanna	15.41%	15.94%	0.53%	15.16%	55.43%	40.27%	0.00%	1.27%	1.27%
High School	Western	20.72%	14.15%	-6.57%	18.55%	12.44%	-6.11%	3.45%	2.06%	-1.39%
Junior High	Ball	17.25%	16.24%	-1.01%	15.05%	14.46%	-0.59%	1.89%	1.20%	-0.69%
Junior High	Brookhurst	22.68%	20.86%	-1.82%	20.72%	17.82%	-2.90%	3.34%	3.59%	0.25%
Junior High	Dale	21.96%	18.36%	-3.60%	19.32%	17.25%	-2.07%	3.20%	2.89%	-0.31%
Junior High	Lexington	54.87%	56.70%	1.83%	40.04%	42.72%	2.68%	19.23%	24.73%	5.50%
Junior High	Orangeview	22.37%	21.04%	-1.33%	19.06%	18.76%	-0.30%	4.66%	3.70%	-0.96%
Junior High	South	15.82%	13.92%	-1.90%	13.92%	12.65%	-1.27%	1.02%	2.40%	1.38%
Junior High	Sycamore	13.23%	11.73%	-1.50%	12.64%	11.01%	-1.63%	0.42%	0.50%	0.08%
Junior High	Walker	39.63%	41.39%	1.76%	29.48%	33.84%	4.36%	20.17%	11.76%	-8.41%

[www.caaspp.cde.ca.gov](http://www.caaspp.cde.ca.gov)

### CAASPP Performance by Subgroups

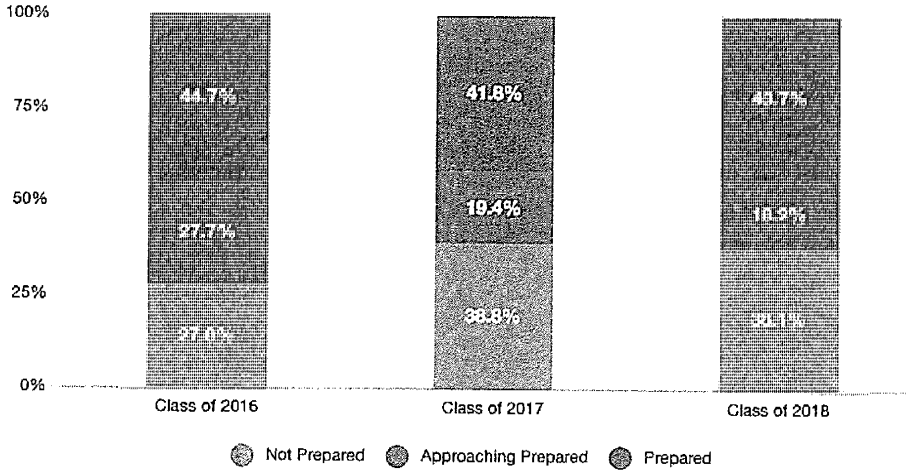
The data show that District-wide, approximately 43.67% of students met or exceeded grade level standards in English Language Arts in 2018. Approximately 27.29% met or exceeded grade level standards in Mathematics. English Language Learners make up almost 19% of the tested population (about 2,786 students out of 14,823 tested), only about 3.5% of them met or exceeded grade level standards in English Language Arts; approximately 3.5% in Mathematics.

Economically disadvantaged youth make up 75% of the tested population. In English Language Arts, district-wide, 35.78% met or exceeded the English Language Arts Standards (a difference of 7.89% less than district-wide figure) and 19.67% met or exceeded in Mathematics (7.62% less than the district-wide figure).

Based on the California School Dashboard, only 43.7% of students in the class of 2018 attending Anaheim Union School District are prepared for college and/or careers.

## College/Career

The percent of students per year that qualify as Not Prepared, Approaching Prepared, and Prepared.



<https://www.caschooldashboard.org/reports/30664310000000/2018>

The student group report for 2018 shows students who are most at risk are the lowest performing in the district. Foster youth have high chronic absenteeism, a high suspension rate and the lowest performance in both English Language Arts and Mathematics. English Language Learners, Homeless, Students with Disabilities, and Hispanic students are the lowest performing in English Language Arts and in Mathematics on the SBAC.

### Student Group Report for 2018

Student Group	Chronic Absenteeism	Suspension Rate	Graduation Rate	College/Career	English Language Arts	Mathematics
All Students	Green	Green	Yellow	Yellow	Orange	Orange
English Learners	Yellow	Yellow	Orange	Orange	Red	Red
Foster Youth	Red	Red	Green	Yellow	Red	Red
Homeless	Yellow	Yellow	Yellow	Green	Red	Yellow
Socioeconomically Disadvantaged	Green	Green	Yellow	Green	Orange	Orange
Students with Disabilities	Orange	Orange	Orange	Red	Red	Red
African American	Green	Yellow	Orange	Green	Orange	Orange
American Indian or Alaska Native	Yellow	Green	None	None	Orange	Yellow
Asian	Blue	Blue	Yellow	Green	Green	Blue
Filipino	Yellow	Blue	Green	Green	Green	Green
Hispanic	Green	Green	Green	Green	Red	Orange
Native Hawaiian or Pacific Islander	Orange	Yellow	None	None	Orange	Orange
White	Green	Green	Orange	Orange	Yellow	Yellow
Two or More Races	Orange	Orange	Orange	Green	Yellow	Green

<https://www.caschooldashboard.org/reports/30664310000000/2018>

## STUDENT POPULATION TO BE SERVED

Better World Conservatory of the Arts and Sciences aims to offer the community and families in the City of Anaheim another option for educational attainment. Our outreach and recruitment efforts will be primarily focused, but not limited to, communities within Anaheim and the neighboring areas of Fullerton, Buena Park, Placentia, and Garden Grove, however, the primary focus will be to serve the students and families residing in the city of Anaheim.

This petition for a five-year term charter beginning in July 2020 to June 30, 2025 would provide families in the District another choice in a public secondary education. The school will operate on a traditional calendar. Better World Conservatory of the Arts and Sciences is an independent nonprofit charter school with the primary goal of cultivating humanity through focused on civil dialogue, critical theory and critical discourse.

Better World Conservatory of the Arts and Sciences intends to serve at-risk youth in high-need communities by offering an innovative educational program centered on academic excellence and emotional intelligence, graduating students with the knowledge and skills to identify and overcome obstacles in their own lives, their community and beyond. Such a school community will likely have a high population of socio-economically disadvantaged families and a high English Language Learner population. Figure 1.3 below provides the ethnic breakdown for Anaheim Union High School District operating in the city of Anaheim, CA.

Figure 1.3

<b>Enrollment</b>		
<b>District Demographics</b>		
Student Group	Total	Percentage
English Learners	6,611	21.5%
Foster Youth	130	0.4%
Homeless	3,828	12.5%
Socioeconomically Disadvantaged	22,902	74.5%
Students with Disabilities	3,643	11.9%
<b>Race/Ethnicity</b>		
Race/Ethnicity	Total	Percentage
African American	672	2.2%
American Indian	138	0.4%
Asian	4,020	13.1%
Filipino	1,314	4.3%
Hispanic	20,825	67.8%
Two or More Races	480	1.6%
Pacific Islander	171	0.6%
White	1,818	5.9%

<https://www.caschooldashboard.org/reports/3066431000000/2018>

**ENROLLMENT PROJECTION**

Better World Conservatory of the Arts and Sciences seeks to serve students in 7th through 12th grade in the City of Anaheim with approximately 232 students in year one with a maximum enrollment capacity of 29 students per classroom with a total capacity of 696 students in year 2024-2025.

**Student Enrollment Targets 2020-2025**

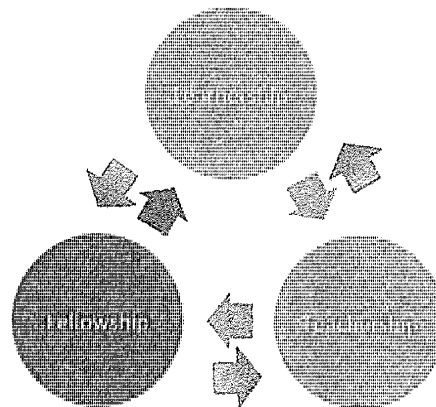
Enrollment Roll-Out Projection Plan					
Grade	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
7th	116	116	116	116	116
8th	116	116	116	116	116
9th	0	116	116	116	116
10th		0	116	116	116
11th			0	116	116
12th				0	116
<b>Total</b>	<b>232</b>	<b>348</b>	<b>464</b>	<b>580</b>	<b>696</b>

**EDUCATIONAL PHILOSOPHY**

Better World Conservatory of the Arts and Sciences intends to serve at-risk youth in high-need communities by offering an educational program centered on academic excellence and emotional intelligence and graduating students with the knowledge and skills to identify and overcome obstacles in their own lives, their community and beyond. Such a school community will likely have a high population of socio-economically disadvantaged families and a high English Language Learner population.

Students enrolled in Better World Conservatory of the Arts and Sciences will be exposed to higher education through frequent field trips to local universities, as well as involved in the *Arts for Action* program for students in grades 7th and 8th, where explicit connections are made between the Visual and Performing Arts and civic responsibility.

Better World Conservatory of the Arts and Sciences staff believes that true education involves more than the education of the mind, but also the heart, and serves as a powerful vehicle for societal progress and social change. By providing everyone in the school community, an education that challenges, broadens, and nurtures the expansion of perspectives about the world around them, they be able to make more informed, critical, and compassion choices. The education students receive at Better World Conservatory of the Arts and





---

Sciences will equip them with the knowledge and skills necessary to overcome challenges and address injustices they will inevitably encounter in our ever-changing and challenging world.

In order for this humanistic education to be realized, the organization will be grounded in constant, reformative, reflective learning. All staff will view themselves as learners first, whose perspectives and interests are continually broadened and re-formed by new knowledge and experiences. The philosophy of the school can be identified by the following three dialectical axioms:

- 1) **Domain 1, Teachership:** Teachers are learners
- 2) **Domain 2, Learnership:** Learners are Teachers
- 3) **Domain 3, Fellowship:** Teachers are leaders for the betterment of humanity

**Domain 1, Teachership: Teachers as Learners**

*“Dialogue cannot exist without humility. The naming of the world, through which people constantly re-create that world, cannot be an act of arrogance... Men and women who lack humility (or have lost it) cannot come to the people; cannot be their partners in naming the world... There are only people who are attempting, together, to learn more than they now know.”*

- Paulo Freire

Like that of a transformational leader, a transformational teacher must create the conditions whereby learning can take place. Preceding the development of such an environment is the teacher’s education and understanding of those she or he is serving. From the individual students to the larger community, Better World Conservatory of the Arts and Sciences teachers will first assume the role of the learner in gathering and analyzing data that will lend to informed decision-making and instructional practices. Additionally, teachers must recognize and honor the cultural and social capital our students and families bring to every learning environment. Therefore, Better World Conservatory of the Arts and Sciences teachers engage in critical pedagogy and facilitate the alternation of teacher-learner roles in the classroom, reifying the concept that teaching and learning is everyone’s responsibility. To learn is to grow as a human being, and it is not just students that are entitled to such a privilege.

The focus on learning and professional development for teachers and administrators is part of the larger goal of developing a community based on love, respect, and humility. To model love, respect, and humility for students is to perpetuate it. It is through the humility demonstrated by Better World Conservatory of the Arts and Sciences teachers that they will continue to grow in their ability to serve students and the community, as they will never discontinue the learning process. Accordingly, all members of the Better World Conservatory of the Arts and Sciences community will strive *be the change they wish to see in the world*, actively modeling and participating in the service-based, social justice oriented events, in solidarity with students and community members [SK1] .

**Domain 2, LEARNERSHIP: Learners as teachers**

*“Problem-posing education, as a humanist and liberating praxis, posits as fundamental that the people subjected to domination must fight for their emancipation. To that end, it enables teachers and students to become Subjects of the educational process by overcoming authoritarianism and an alienating intellectualism.”*

- Paulo Freire

Better World Conservatory of the Arts and Sciences believes that teaching and learning work synergistically in defining and reifying new ideas, concepts and skills. Traditional conceptualizations of educational settings dichotomize student and teacher responsibilities, holding students accountable through the demonstration of compliance and acceptance, and teachers responsible for delivering new information. As Haberman (1996) describes it in his work, *Pedagogy of Poverty*, "Teaching is what teachers do. Learning is what students do," and in such an anti-dialogical learning environment, students become subjects in which knowledge is *done to* instead of *constructed with* teachers.


Supporting students necessitates the creation of an environment that gives them ownership and responsibility over their own learning; where all types of knowledge are honored and all members of the classroom community contribute to the construction of new ideas and concepts. By presenting students with real-world problems in their classrooms, school, and community, and asking them to generate and apply solutions, the learning process has become relevant, meaningful, and empowering. Furthermore, their sharing of solutions with others catalyzes social change and honors the students who are at the forefront of that change. It is through this honoring of student contributions and sharing of knowledge, that Better World Conservatory of the Arts and Sciences will create a community where teaching, learning, and making the world a better place, is everyone's responsibility.

**Domain 3, FELLOWSHIP: Teachers as Leaders**

*"Education is the most powerful weapon which you can use to change the world."*  
- Nelson Mandela


To learn is to envision the world anew. As all members of the Better World Conservatory of the Arts and Sciences community learn and grow together, they begin to envision the world through the lens of potential and possibility. Students will directly apply what they are learning and doing in school to making the world a better place for themselves and others through Better World Projects, community service, and *ARTivism*, as learning outcomes will add to the collective momentum toward social change. The fluidity with respect to the learner, teacher, leader, roles will allow for all members of the Better World Conservatory of the Arts and Sciences community, students and teachers alike, to contribute to the realization of a better world.

**Goals and Distinguishing Features By Domain**




**Teachership**

- Cultivating HUMANITY
- Critical literacy development
- Transdisciplinary curriculum contextualized in current social and cultural climate, cooperatively taught with community organizer or expert
- Research-based and data-driven pedagogy
- Hybrid teacher-student directed academic and enrichment plans
- Tandem classroom teaching model to meet the diverse needs of the classroom environment
- Feedback oriented grading system



**Learnership**

- Cultivating HUMILITY
- Critical Professional Learning Community
- Tiered teacher development system with individualized coaching and feedback
- High expectations for research-based and data driven practice
- Professionalizing PD that balances theory and practice
- 360 degree feedback and accountability system
- Hybrid community and self-directed learning and professional development model
- Regular cycles of inquiry identifying changing needs of changing community
- Feedback oriented evaluative system



**Fellowship**

- Cultivating HUMANITY
- Professional Learning Community
- Tiered teacher development system with individualized coaching and feedback
- High expectations for research-based and data driven practice
- Professionalizing PD that balances theory and practice
- 360 degree feedback and accountability system
- Hybrid community and self-directed learning and professional development model
- Regular cycles of inquiry identifying changing needs of changing community
- Feedback oriented evaluative system

---

**Domain 1: Teachership** *The world becomes what you teach. Teach love and respect, and you will see love and respect. Teach humanity, and you will see humanity.*

Better World Conservatory of the Arts and Sciences has outlined eight (8) specific goals under Domain 1: Teachership

**Critical Inquiry:** Critical inquiry is a cyclical process by which information, ideas, and assumptions are gathered, evaluated, analyzed, questioned, and reasoned from multiple perspectives; a dialectical process that leads to new ideas and truths for a time. Critical inquiry pushes thinkers to explore deeply the effects of power, hegemony, social-historical contexts, vantage points, and socialization on the “self” and how they together form our schemas about ourselves and the world. This exhaustive exploration of how ideas are consonant or dissonant with our own as well as how they came to be within and without us, exercise the critical thinking muscles that allow for movement of thought and extended compassion for other beings in the world we share.

*Goal #1:* Our first goal is for all students to recognize the importance vantage point has in the experience and understanding of the self and external world. Students will explore concepts from multiple perspectives, including transdisciplinary, feminist, anti-biased, inclusivist lenses.

**Critical Literacy:** Literacy is fundamental, but married to critical thinking, it becomes fundamentally humanistic. Critical literacy holds mutually inclusive and important, the technical aspects of reading and writing with the critical exploration of information that is read. Just as reading serves as a crucial access point to greater knowledge, it must be married to a critical consciousness that engages with and questions information as it is presented. Therefore, a literate community is also a critical community, an obligatory component of a thriving democracy.

*Goal #2:* Our goal is for all students to be able to read at or above grade level, thereby accessing information through mastery of the dominant language, while also being able to critically and consciously navigate the informationally rich, social landscape with curiosity, objectivity and skepticism.

**Trans-Disciplinary Curriculum:** We believe that by becoming more cognizant of the inter-relatedness and intersectionality of all things, we will cultivate a greater sense of interconnectedness and respect in society, elevating humanity through constant re-consideration of the ideological divide we create between “self” and “other”. We recognize the role connection-making plays in the learning and critical thinking process and strive to create learning spaces that intentionally offer greater opportunities for transfer and application of knowledge. Furthermore, we see the potential to increase dimensionality and relevance through cooperative teaching and development of curriculum with community organizers and academics.

Therefore, we will use the Common Core State Standards as a means to understanding the higher, trans-disciplinary nature of knowledge through thematic, socially relevant projects that synthesize conventionally separate disciplines back into their interconnected, epistemological landscape. Language arts, mathematics, science, history, social sciences, visual and performing arts, physical education and information technology will be taught with constant and consistent opportunities for connection making, that broaden “understanding” via inter-sectional, inclusive, thematic curriculum. Community

---

organizers, who apply technical knowledge to the betterment of society, as well as academics and experts in the community, will be brought in to work directly with the teachers and students in the broadening relevance, dimensionality, and opportunities for transference in the learning landscape.

*Goal # 3:* Our goal is for ALL students to develop deep, multi-dimensional, trans-disciplinary understandings of the knowledge they acquire.

**Research-Based and Data-Driven Pedagogy:** Answers and solutions are derived for specific times and contexts. The systems constructed to meet the changing classrooms and communities must therefore be iterative, alongside our ever-evolving knowledge about teaching, learning, the community, and ourselves. We aim to cultivate a culture, which inspires and celebrates change; a commitment to the transcendence of subjectivity in the search for truth through learning as movement. By bringing our cognitive biases about teaching and learning to the surface, they can be scrutinized and shaped by more research as it becomes available as well as objective data gathered through cycles of inquiry and needs assessments. We believe that by modeling the mindset of intellectual movement and malleability in the face of new information, and detaching changing truths from our identities, we foster inquiry, curiosity, and humility.

*Goal #4:* Our goal is for ALL students and members of the school community to recognize the changing nature of knowledge. Students and teachers alike will carry themselves in a manner that is grounded in objectivity, humility, and curiosity.

**Hybrid Teacher-Student Directed Academic and Enrichment Plans:** Scholarship stems from the Latin word, *scholae*, which means rest and leisure. Learning and self-development was originally a luxury accessible only to the upper classes that had the ability to spend time quenching their unmitigating curiosities about the world. Our schools now, however, are less about individual curiosities and passions, and more about collective standards for economic and social “success”.

We recognize that education is a fundamental right with emancipatory implications, but seek balance between the collective and individual “good”; the fundamentally human right to be involved in directing one’s own learning experience. Respecting our students involves seeing them as partners in a dialogical process, not as objects that passively and obediently receive our teachings.

Teacher-student directed learning offers greater ownership to students over their own learning, includes their voices in helping drive curricula, and addresses individual motivations by providing time and space to explore their curiosities. Students will be encouraged to spend their self-directed learning time exploring their personal interests and presenting their findings to the class and school community, adding to the larger pool of knowledge.

Furthermore, students will choose, as well as have opportunities to co-construct enrichment courses, that engage and activate other aspects of their humanity; the athletic, the artistic, and the creative.

*Goal #5:* Our goal is for ALL students to see themselves as partners in the construction of the learning community, who enjoy learning, regularly contribute to the learning of others, and derive value from cultivating their athletic and artistic selves.

---

**Tandem, Cooperative Teaching Model:** Classroom diversity not only enriches the community, but expands the scope of how everyone understands the world. However, diverse classrooms and communities require significant efforts to meet the wide range of challenges and needs. For one teacher in a diverse, urban classroom, this can be a daunting task.

We aim to address the diverse needs of our student population through the tandem-teaching model, which gives opportunities for educators to cooperatively and intentionally utilize their differing strengths in helping students meet State and Federal requirements while addressing the diverse needs of their classroom. Particularly, for new teachers, this model alleviates some strife stemming from standards-driven outcomes, by supporting them in their assimilation into the profession.

*Goal #6:* Our goal is for ALL students to meet or exceed State and Federal standards and requirements by providing high quality teachers, encircled in a supportive, cooperative environment.

**Feedback Oriented Grading Systems:** Learning is a never-ending process, whereby the journey is far more significant than a predetermined destination. Yet our educational systems distract focus from learning itself and on to extrinsic entities and rewards. We recognize the failure of grading systems that put human beings in hierarchies against a backdrop of competition and comparison. Knowing what we do about motivation, we seek to institute greater opportunities for autonomy, mastery, and purpose, redesigning the role of the teacher as a soundboard who promotes further inquiry. Assessments will therefore be used as diagnostic tools and support goal setting with students. However, teacher feedback, largely in the form of questions and acknowledgements, will guide the learning process beyond the acquisition of preferred grades.

*Goal #7:* Our goal is for ALL students to be lifelong learners who crave knowledge and recognize the purpose for learning beyond the acquisition of rewards or elevated status.

**Art-sessment:** Creativity is not only a significant aspect of the Common Core, but it is also a fundamentally human characteristic. When creativity is not only included, but integral to the learning and reflective experience, it reinforces concepts and skills through the interpretive and expressive experience that the arts provide.

*Goal #8:* Our goal is for ALL students to exercise their fundamentally human, expressive abilities using the visual and performing arts which include, but are not limited to, music, theater, visual arts, dance, and spoken word. All students have equitable access to arts education.

In addition, students will have the opportunity to engage in one of the conservatories that best builds on their interests and talents. Better World Conservatory of the Arts and Sciences will promote artistic literacy, innovation, creativity, and excellence in the arts by providing a high quality, sequential 7th through 12th grades arts experience. BWCAS will provide the highest quality arts education in dance, music, theatre, and visual arts, as well as game design and integration, and robotics and engineering providing services in curriculum and instruction, professional development and community collaboration.

---

**Domain 2: Learnership** *Humility is the key to humanity. To know that “know-ing” is a perpetual process, that we do not know ALL, is to keep ajar the door to curiosity, inquiry, and humanity itself.*

Better World Conservatory of the Arts and Sciences has outlined three (3) specific goals under Domain 2: Learnership

**Critical Pedagogy:** According to Ira Shor, critical pedagogy is defined as, “Habits of thought, reading, writing and speaking which go beneath surface meaning, first impressions, dominant myths, official pronouncements, traditional clichés, received wisdom, and mere opinions, to understand deep meaning, root causes, social context, ideology, and personal consequences of any action, event, object, process, organization, experience, text, subject matter, policy, mass media, or discourse” (Empowering Education, 129). In order to address systems that perpetuate oppression in society, teachers must be able to recognize them as they have been internalized within their ideologies, biases, and traditions and move toward emancipatory, liberatory education.

*Goal #1:* Therefore, our goal is to develop critical teachers that regularly explore internalized beliefs and ideologies as they relate to their pedagogical practices.

**Critical Professional Learning Communities:** Learning, by definition, is cognitive dissonance. It is change. It is uncomfortable and challenging and demands a commitment to venturing into the greatly feared unknown. And yet, to be a teacher is to be a learner first. And being a learner is to recognize the ever-changing landscape of knowledge; a never-ending commitment to seeing learning, not as an isolated act measured in a period of time, but a way of life.

Learning is also reflection. To reflect is to take an experience and run it through critical and reflective frames, exercising the breadth of our cognitive faculties. Making connections, comparing, contrasting, analyzing, synthesizing, structuring, and applying our experiences is to make meaning of them. If we aim to develop lifelong learners, we must model it in our philosophies, systems, and practices.

The professional learning community will be consistent and challenging, reflective of the rigor and intensity of the academic environment we aim to create for our students; balanced in the exploration of the theoretical and technical. Everyone will simultaneously consider themselves learners and teachers who contribute to a pool of knowledge.

*Goal #2:* Therefore, all members of the BWCAS community will recognize themselves as lifelong learners, and be pushed to continually challenge existing paradigms within themselves and the systems with which they are part of, by pushing the envelope of comfort and constantly reflecting upon themselves and their practices.

**Research-Based & Data Driven Practices:** As teachers, we recognize knowledge not only as interconnected, but also ephemeral and ever-changing. To know this is to constantly re-cognize, re-think, and re-lect upon our truisms about ourselves, the world, and education itself.

If knowledge is ever changing, ever growing, and ever challenging, we must mirror this in ourselves by changing, growing, and continually challenging the existing paradigms

---

that dominate our teaching and learning philosophies and practices with research based and data driven decision-making practices.

*Goal #3:* Therefore, cycles of inquiry will be a regular part of the decision making process such that decisions are made upon validated assumptions, researched best practices and data.

**Domain 3: Fellowship** *I am because of you. Our interdependence necessitates our cooperation in the construction of a village that raises children.*

Better World Conservatory of the Arts and Sciences has outlined three (3) specific goals under Domain 3: Fellowship

**Serving Community:** Our robust community-service and enrichment program will work in close partnership with local hospitals, social service providers, and community organizers to provide students with real-world experiential opportunities to promote greater humanity in their communities. The Charter will be designed to extend learning and share the responsibility among students, educators, parents, and community members in making the world a better place.

*Goal #1:* Students will have regular opportunities to participate in community initiatives, working beside community organizers and applying their skills in socially relevant ways based on topics they care about.

**Reflecting Community:** To serve a community is to be reflective of it, to be in partnership with, beside, and grounded within it. Understanding that people make up communities and people change, it follows that we cannot “know” a community. We can only be in a process of “know-ing.”

*Goal #2:* Therefore, the Charter will function as a space for inclusive community building through continual learning about its changing needs, people, challenges, and strengths. Stakeholders will be provided platforms to share their strengths, stories, setbacks, and solutions, such that they see themselves as partners in the formation of the society with which they live in. Members will cooperatively teach classes, facilitate clubs, and co-construct spaces with students that mirror the diversity that emancipates human beings to be who they choose.

**Restoring Community:** Restorative justice and practices are based upon a commonsense understanding of harm with an underlying assumption about society, that is, we are all interconnected. Many cultures have a word that represents this very notion. For the Maori of New Zealand, it is *whakapapa*; for the Navajo, *hozho*; for many Africans, the Bantu word *ubuntu*; for Tibetan Buddhists, *tendrel*. For these communities, a harm to one is a harm to all, including the harm-doer. This worldview, which acknowledges the interconnectedness of all things, views crime and violence as a tear in the web of relationships which must be made right, repaired, and restored.

*Goal #3:* The school’s progressive discipline plan will be considered simultaneously as a progressive teaching and learning plan, such that transgressions will be viewed as learning experiences. When students do harm, they will play an active role in the recognition, restoration, and reconciliation process such that they can be successfully assimilated back into the community.

**ANNUAL GOALS AND ACTION**

Based on the state priorities detailed in Education Code Section 52060(d), Better World Conservatory of the Arts and Sciences aims to achieve the following school-wide and subgroup outcome goals. We use multiple summative and formative assessments aligned to the CCSS, NGSS, and remaining State Content Standards to monitor individual student and subgroup progress towards the state priorities detailed in Education Code Section 52060(d) and achievement on the CAASPP.

The following chart details Better World Conservatory of the Arts and Sciences annual goals for all pupils (i.e. school-wide) and for each subgroup of pupils identified pursuant to Education Code Section 52052 for each of the eight (8) state priorities and sub-priorities identified in Education Code Section 52060(d). We also include specific annual actions we plan to take to achieve each of the identified annual goals.

<i>LCFF STATE PRIORITIES</i>						
<i>GOAL #1</i>						
Provide all students' access to fully credentialed teachers, instructional materials that align with state standards, and safe facilities. For all BWCAS teachers/all subject areas: 100% of teachers are appropriately assigned, and 100% are fully-credentialed.				<i>Related State Priorities:</i> <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6		
				<i>Local Priorities:</i> <input type="checkbox"/> : <input type="checkbox"/> :		
<i>Specific Annual Actions to Achieve Goal</i>						
<ul style="list-style-type: none"> <li>Human Resources and Talent Management will ensure staff meet all applicable requirements for their position. Credentials will be properly reviewed prior to commencement of employment and at least quarterly required documentation will be kept on file.</li> <li>Offer various incentives, such as flexible professional development opportunities throughout the school year, and provide coaching for staff to help with the maximization of performance. In addition, BWCAS will create a positive work environment where teachers will have the ability to contribute and voice their opinions to continue the growth and development of the Charter School and its curriculum.</li> <li>Provide all students with sufficient access to standards-aligned instructional materials necessary to participate fully in the educational program. All materials are aligned to CCSS or other adopted state materials.</li> </ul>						
<i>Expected Annual Measurable Outcomes</i>						
<p><b>Outcome #1:</b> BWCAS will ensure students are taught by well qualified teachers.  <i>Metric/Method for Measuring:</i> Annual review of credentials and teaching assignments and have English Learner (EL) Authorization</p>						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<i>All Students (School-wide)</i>	<i>N/A</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>
<p><b>Outcome #2:</b> BWCAS will retain well qualified lead teachers  <i>Metric/Method for Measuring:</i> Annual review of teacher retention rates</p>						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<i>All Students (School-wide)</i>	<i>N/A</i>	<i>86%</i>	<i>87%</i>	<i>88%</i>	<i>89%</i>	<i>90%</i>



<p><b>Outcome #3:</b> BWCAS will provide students with sufficient access to standards-aligned instructional materials necessary to participate fully in the educational program.</p> <p><i>Metric/Method for Measuring: Annual review of instructional program</i></p>						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (School-wide)	N/A	100%	100%	100%	100%	100%

**GOAL #2**

<p>Strengthen student achievement through implementation of Common Core State Standards (CCSS) and various assessments. Maintain instructional design and delivery that is aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.</p>	<p><i>Related State Priorities:</i></p> <input checked="" type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6
	<p><i>Local Priorities:</i></p> <input type="checkbox"/> : <input type="checkbox"/> :

*Specific Annual Actions to Achieve Goal*

- Administer benchmark assessments.
- Ensure there are adequate Special Education resources and personnel to provide required services to students with IEPs.
- Provide professional development opportunities for teachers to deepen their knowledge of the common core state standards.
- Continue to strengthen the ability to meet the needs of all learners through differentiated, small group instruction and/or intervention/enrichment.
- Monitor English Learner adequate progress through assessments utilized during the school year, to modify instructional practice to meet the needs of EL students. Target students who require intervention and students in need of enrichment.
- Appropriately track Annual Measurable Achievement Objectives 1 data to ensure English Learner students make adequate progress.
- Provide supports necessary to increase the reclassification rates of English Learners by providing supports for English Learners, Standard English Learners, and struggling readers, inclusive of RFEPs.
- All students will complete A-G prior to graduation.

*Expected Annual Measurable Outcomes*

**Outcome #1:** BWCAS will administer all network required benchmark assessments during all required administration periods to all classes.

*Metric/Method for Measuring: Percentage of classes taking each benchmark administration; operational monitoring of testing administration*

APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (School-wide)	N/A	100%	100%	100%	100%	100%

**Outcome #2:** BWCAS will increase the percentage of students who have met or exceeded benchmark assessments in math and reading.

*Metric/Method for Measuring: Percentage of students meeting or exceeding benchmark assessments in math and reading.*

APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
---------------------------	----------	-----------	-----------	-----------	-----------	-----------

<i>All Students (School-wide)</i>	<i>N/A</i>	<i>baseline</i>	<i>+4% from baseline</i>	<i>+6% from baseline</i>	<i>+8% from baseline</i>	<i>+10% from baseline</i>
<i>English Learners</i>	<i>N/A</i>	<i>baseline</i>	<i>+5% from baseline</i>	<i>+7.5% from baseline</i>	<i>+10% from baseline</i>	<i>+12.5% from baseline</i>
<i>Socioecon. Disadv./Low Income Students</i>	<i>N/A</i>	<i>baseline</i>	<i>+5% from baseline</i>	<i>+7.5% from baseline</i>	<i>+10% from baseline</i>	<i>+12.5% from baseline</i>
<i>Foster Youth</i>	<i>N/A</i>	<i>baseline</i>	<i>+5% from baseline</i>	<i>+7.5% from baseline</i>	<i>+10% from baseline</i>	<i>+12.5% from baseline</i>
<i>Students with Disabilities</i>	<i>N/A</i>	<i>baseline</i>	<i>+5% from baseline</i>	<i>+7.5% from baseline</i>	<i>+10% from baseline</i>	<i>+12.5% from baseline</i>
<i>African American Students</i>	<i>N/A</i>	<i>baseline</i>	<i>+5% from baseline</i>	<i>+7.5% from baseline</i>	<i>+10% from baseline</i>	<i>+12.5% from baseline</i>
<i>American Indian/Alaska Native Students</i>	<i>N/A</i>	<i>baseline</i>	<i>+5% from baseline</i>	<i>+7.5% from baseline</i>	<i>+10% from baseline</i>	<i>+12.5% from baseline</i>
<i>Asian Students</i>	<i>N/A</i>	<i>baseline</i>	<i>+3% from baseline</i>	<i>+4.5% from baseline</i>	<i>+6% from baseline</i>	<i>+7.5% from baseline</i>
<i>Filipino Students</i>	<i>N/A</i>	<i>baseline</i>	<i>+3% from baseline</i>	<i>+4.5% from baseline</i>	<i>+6% from baseline</i>	<i>+7.5% from baseline</i>
<i>Latino Students</i>	<i>N/A</i>	<i>baseline</i>	<i>+5% from baseline</i>	<i>+7.5% from baseline</i>	<i>+10% from baseline</i>	<i>+12.5% from baseline</i>
<i>Native Hawaiian/Pacific Islander Students</i>	<i>N/A</i>	<i>baseline</i>	<i>+3% from baseline</i>	<i>+4.5% from baseline</i>	<i>+6% from baseline</i>	<i>+7.5% from baseline</i>
<i>Students of Two or More Races</i>	<i>N/A</i>	<i>baseline</i>	<i>+3% from baseline</i>	<i>+4.5% from baseline</i>	<i>+6% from baseline</i>	<i>+7.5% from baseline</i>
<i>White Students</i>	<i>N/A</i>	<i>baseline</i>	<i>+3% from baseline</i>	<i>+4.5% from baseline</i>	<i>+6% from baseline</i>	<i>+7.5% from baseline</i>

**Outcome #3:** BWCAS will increase the percentage of students who have met or exceeded benchmark assessment growth projections.

**Metric/Method for Measuring:** Percentage of all students meeting or exceeding benchmark assessment growth projections.

<b>APPLICABLE STUDENT GROUPS</b>	<b>Baseline</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<i>All Students (School-wide)</i>	<i>N/A</i>	<i>baseline</i>	<i>+2% from baseline</i>	<i>+4% from baseline</i>	<i>+6% from baseline</i>	<i>+8% from baseline</i>

English Learners	N/A	baseline	+2.5% from baseline	+5% from baseline	+7.5% from baseline	+10% from baseline
Socioecon. Disadv./Low Income Students	N/A	baseline	+2.5% from baseline	+5% from baseline	+7.5% from baseline	+10% from baseline
Foster Youth	N/A	baseline	+2.5% from baseline	+5% from baseline	+7.5% from baseline	+10% from baseline
Students with Disabilities	N/A	baseline	+2.5% from baseline	+5% from baseline	+7.5% from baseline	+10% from baseline
African American Students	N/A	baseline	+2.5% from baseline	+5% from baseline	+7.5% from baseline	+10% from baseline
American Indian/Alaska Native Students	N/A	baseline	+2.5% from baseline	+5% from baseline	+7.5% from baseline	+10% from baseline
Asian Students	N/A	baseline	+2.5% from baseline	+5% from baseline	+7.5% from baseline	+10% from baseline
Filipino Students	N/A	baseline	+2.5% from baseline	+5% from baseline	+7.5% from baseline	+10% from baseline
Latino Students	N/A	baseline	+2.5% from baseline	+5% from baseline	+7.5% from baseline	+10% from baseline
Native Hawaiian/Pacific Islander Students	N/A	baseline	+1.5% from baseline	+3% from baseline	+4.5% from baseline	+6% from baseline
Students of Two or More Races	N/A	baseline	+1.5% from baseline	+3% from baseline	+4.5% from baseline	+6% from baseline
White Students	N/A	baseline	+1.5% from baseline	+3% from baseline	+4.5% from baseline	+6% from baseline
<b>Outcome #4:</b> The BWCAS will provide extra support in the form of tutoring, small groups, and 1:1 assistance for all students identifies as performing below standards.						
<b>Metric/Method for Measuring:</b> Monitoring of various BWCAS assessments and support plans.						
<b>APPLICABLE STUDENT GROUPS</b>	<b>Baseline</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
All Students (School-wide)	N/A	100%	100%	100%	100%	100%
English Learners	N/A	100%	100%	100%	100%	100%
Socioecon. Disadv./Low Income Students	N/A	100%	100%	100%	100%	100%
Foster Youth	N/A	100%	100%	100%	100%	100%
Students with Disabilities	N/A	100%	100%	100%	100%	100%
African American Students	N/A	100%	100%	100%	100%	100%

<i>American Indian/Alaska Native Students</i>	<i>N/A</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>
<i>Asian Students</i>	<i>N/A</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>
<i>Filipino Students</i>	<i>N/A</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>
<i>Latino Students</i>	<i>N/A</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>
<i>Native Hawaiian/Pacific Islander Students</i>	<i>N/A</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>
<i>Students of Two or More Races</i>	<i>N/A</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>
<i>White Students</i>	<i>N/A</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>
<b>Outcome #5:</b> BWCAS will provide services stipulated in student IEPs. <i>Metric/Method for Measuring:</i> Percentage of IEP compliance.						
<b>APPLICABLE STUDENT GROUPS</b>	<b>Baseline</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<i>Students with Disabilities</i>	<i>N/A</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>
<b>Outcome #6:</b> BWCAS will monitor English Learner adequate progress through assessment and appropriately track Annual Measurable Achievement Objectives 1 data <i>Metric/Method for Measuring:</i> Percentage of English Learner progress assessed.						
<b>APPLICABLE STUDENT GROUPS</b>	<b>Baseline</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<i>English Learners</i>	<i>N/A</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>	<i>100%</i>
<b>Outcome #7:</b> BWCAS will increase reclassification rates of English Learners. <i>Metric/Method for Measuring:</i> Three-year average reclassification rate.						
<b>APPLICABLE STUDENT GROUPS</b>	<b>Baseline</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<i>English Learners</i>	<i>N/A</i>	<i>17%</i>	<i>18%</i>	<i>19%</i>	<i>20%</i>	<i>20%</i>
<b>Outcome #8:</b> BWCAS will increase the percentage of students achieving Level 3 or 4 on annual CAASPP math and ELA assessments. <i>Metric/Method for Measuring:</i> Percentage of all students achieving Levels on annual CAASPP assessments.						
<b>APPLICABLE STUDENT GROUPS</b>	<b>Baseline</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<i>All Students (School-wide)</i>	<i>N/A</i>	<i>Baseline</i>	<i>+2.5% from baseline</i>	<i>+3.5% from baseline</i>	<i>+5% from baseline</i>	<i>+7% from baseline</i>
<i>English Learners</i>	<i>N/A</i>	<i>Baseline</i>	<i>+2.5% from baseline</i>	<i>+3.5% from baseline</i>	<i>+5% from baseline</i>	<i>+7% from baseline</i>

Socioecon. Disadv./Low Income Students	N/A	Baseline	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline
Foster Youth	N/A	Baseline	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline
Students with Disabilities	N/A	Baseline	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline
African American Students	N/A	N/A (only grades TK-2)	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline
American Indian/Alaska Native Students	N/A	Baseline	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline
Asian Students	N/A	Baseline	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline
Filipino Students	N/A	Baseline	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline
Latino Students	N/A	Baseline	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline
Native Hawaiian/Pacific Islander Students	N/A	Baseline	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline
Students of Two or More Races	N/A	Baseline	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline
White Students	N/A	Baseline	+2.5% from baseline	+3.5% from baseline	+5% from baseline	+7% from baseline

GOAL #3						
Encourage parent involvement and participation to ensure stakeholders are engaged in the decision-making process and the educational programs of students.				<i>Related State Priorities:</i> <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input type="checkbox"/> 6		
				<i>Local Priorities:</i> <input type="checkbox"/> : <input type="checkbox"/> :		
<i>Specific Annual Actions to Achieve Goal</i>						
<ul style="list-style-type: none"> <li>• Provide opportunities to educate and engage parents through BWCAS events, meetings, volunteer opportunities, and surveys.</li> <li>• Engage staff and larger community in work related to define diversity and equity as it relates to our BWCAS mission and its impact on programs, initiatives and school-wide events and communication.</li> <li>• Provide opportunities for parents to volunteer throughout the school year.</li> </ul>						
<i>Expected Annual Measurable Outcomes</i>						
<p><b>Outcome #1:</b> BWCAS will increase the percentage of families who feel welcome on campus.  <b>Metric/Method for Measuring:</b> Percentage of parents who participate in the BWCAS Parent Survey will report feeling welcomed at their campus.</p>						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025

<i>All Students (School-wide)</i>	<i>N/A</i>	80%	82%	84%	86%	88%
<b>Outcome #2:</b> BWCAS will increase the percentage of families who report their child is challenged academically. <b>Metric/Method for Measuring:</b> Percentage of parents who participate in the BWCAS Parent Survey will report they feel the school challenges their child academically.						
<b>APPLICABLE STUDENT GROUPS</b>	<b>Baseline</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<i>All Students (School-wide)</i>	<i>N/A</i>	87%	88%	89%	90%	90%
<b>Outcome #3:</b> BWCAS will increase parent volunteer hours contributed to the school. <b>Metric/Method for Measuring:</b> Percentage of parents volunteering over 10 hours per child throughout the school year.						
<b>APPLICABLE STUDENT GROUPS</b>	<b>Baseline</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<i>All Students (School-wide)</i>	<i>N/A</i>	74%	75%	76%	77%	78%

<b>GOAL #4</b>						
Support student engagement and create a safe and positive learning environment.	<b>Related State Priorities:</b> <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6					
	<b>Local Priorities:</b> <input type="checkbox"/> : <input type="checkbox"/> :					
<i>Specific Annual Actions to Achieve Goal</i>						
<ul style="list-style-type: none"> <li>Notify parents of their child's attendance and provide positive reinforcement and supports to encourage a high rate of attendance.</li> <li>Continue to provide student expectations designed to promote positive behaviors, and utilize a system for acknowledging and encouraging appropriate behaviors. Staff and BWCAS administration will have a clear understanding of how behaviors will be managed in the classroom, develop a plan to apply consistent consequences, and create a system for collecting and reviewing data to determine the success or required modification of the approach.</li> <li>Generate sufficient net income to build cash reserves and/or continue to make improvements in facilities.</li> <li>Implement an attendance improvement process supported by office support staff that will monitor truancy and chronic absenteeism. Teachers and BWCAS administrators will also intervene during various parts of the process.</li> </ul>						
<i>Expected Annual Measurable Outcomes</i>						
<b>Outcome #1:</b> BWCAS will increase average daily attendance. <b>Metric/Method for Measuring:</b> Average daily attendance rate.						
<b>APPLICABLE STUDENT GROUPS</b>	<b>Baseline</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>	<b>2024-2025</b>
<i>All Students (School-wide)</i>	<i>N/A</i>	96%	96%	97%	97%	98%
<b>Outcome #2:</b> BWCAS will ensure that there are few suspensions and expulsions for all subgroups. <b>Metric/Method for Measuring:</b> Suspension and expulsion rates for each subgroup.						

APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<i>All Students (School-wide)</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>English Learners</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>Socioecon. Disadv./Low Income Students</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>Foster Youth</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>Students with Disabilities</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>African American Students</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>American Indian/Alaska Native Students</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>Asian Students</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>Filipino Students</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>Latino Students</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>Native Hawaiian/Pacific Islander Students</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>Students of Two or More Races</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<i>White Students</i>	<i>N/A</i>	<5% 0%	<5% 0%	<5% 0%	<5% 0%	<5% 0%
<b>Outcome #3: BWCAS will maintain low chronic absenteeism.</b> <i>Metric/Method for Measuring: School-wide chronic absenteeism rate.</i>						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<i>All Students (School-wide)</i>	<i>N/A</i>	<10%	<10%	<10%	<10%	<10%
<b>Outcome #4: BWCAS will maintain leased sites in good repair and will report deficiencies to AUHSD.</b> <i>Metric/Method for Measuring: Overall facilities rating on SARC.</i>						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<i>All Students (School-wide)</i>	<i>N/A</i>	<i>Good</i>	<i>Good</i>	<i>Good</i>	<i>Good</i>	<i>Good</i>

## GUIDING PRINCIPLES

Better World Conservatory of the Arts and Sciences is committed to our guiding principles and will be grounded in constant, reformative, and reflective practice of learning. The chart below summarizes the 10 key points BWCAS will practice and follow in our profession.

<p><b>Learners First, Teachers Second</b></p> <p>Be reflective</p> <p>Develop vigorous improvement plans</p> <p>Focus on mastery over performance</p>	<p><b>Be the Change</b></p> <p>Embody the type of student / human being you want your students to be</p> <p>Critical, communicative, creative, collaborative teachers cultivate these qualities in others</p>	<p><b>Humility is the Key to Humanity</b></p> <p>Reflect on your own actions and thinking process constantly</p> <p>Make decisions based on research and data</p> <p>Commit to objectivity and check internalized biases</p>	<p><b>Learning as Cognitive Dissonance</b></p> <p>Learning is change / movement</p> <p>Acknowledge and celebrate "movement" in our perspectives about life, love, teaching, learning, etc.</p> <p>See failures as growing opportunities and rise to the occasion</p>	<p><b>Air Space is Shared and Honored</b></p> <p>Listen as much and you speak</p> <p>Demonstrate cognizance of how and how much you hold space for others</p> <p>Recognize when your emotions are affecting your ability to be objective</p>
<p><b>Trans-Disciplinary Mindset</b></p> <p>Recognize the interconnectedness of all things</p> <p>Actively seek and forge connections between concepts</p> <p>Seek and acknowledge overlap and common ground, then work from there</p>	<p><b>Inquiry as Humanization</b></p> <p>Use the Cycle of Inquiry to challenge assumptions and understand problems with greater depth</p> <p>Validate assumptions using research and data</p>	<p><b>Ubuntu, "I am because of you."</b></p> <p>Uphold the integrity of all stakeholders (colleagues, students, staff, community members, etc.)</p> <p>Take responsibility for program/ instructional decisions and outcomes</p>	<p><b>Include and Transcend</b></p> <p>Identify "us versus them" mentality when it is operating within yourself, and instead, seek evidence of commonality and mutuality</p> <p>Encourage and model dialogue and restorative conversations</p>	<p><b>Communicate Lovingly and with Humanity</b></p> <p>Communicate lovingly and respectfully</p> <p>Call others "in" versus "out"</p> <p>Speak your truths while simultaneously being compassionate</p>

## HOW LEARNING BEST OCCURS

*"Excellent teachers know they need order and a plan, and they always make their expectations clear"*  
 — Dr. Lorraine Monroe

Better World Conservatory of the Arts and Sciences [BWCAS] will apply the best of research-proven strategies to provide a rich and rigorous academic program that gives all students the chance to be successful. We believe that learning best occurs in a small, safe, student-centered environment where diverse thinking is valued and risk-taking is supported. This approach builds students' character and encourages them to be literate, critical thinkers.



---

Better World Conservatory of the Arts and Sciences will serve 7-12th grade students with relatively low student-to-teacher ratios. As such, learning best occurs when schools are small. Research has shown that second only to socioeconomic status, school size is the most significant predictor of student success (Klonsky, 1998). Also, research strongly emphasizes the superiority of small schools as places where the learning environment is enhanced (Raywid, 1998). The enhanced social relationships of small school environments affect student achievement by increasing trust and positive attitudes toward school among students and staff, while decreasing violence and conflict (Gladden, 1999). Small schools also tend to increase student participation across the board resulting in lower dropout rates and higher attendance rates (Fine, 1998).

Students learn best when there is a rigorous standard based curriculum with high thinking demand that challenges students to test their understanding of concepts through real life applications; when students know clearly the expectations and criteria they are trying to meet and can judge their own work; and when students participate actively in classroom talk about the concepts and standards they are learning.

BWCAS will feature small classrooms with teacher facilitated learning and inquiry-based learning aligned to the Charlotte Danielson Framework for Effective Teaching. The learning environment will be transformed from a system of teacher output and student input to a self-directed learning environment in which teachers are facilitators and students are learners and doers.

Learning opportunities will be differentiated to meet the needs of individual students, yet structured so that students are guided to meet clear learning objectives. All students learn best when academic and behavioral expectations are clearly set, frequently reinforced and aligned to benchmarks of college readiness. The teacher's role will be to set and maintain high expectations for all students while implementing direct instruction and facilitating inquiry to ensure that every child works towards grade-level mastery.

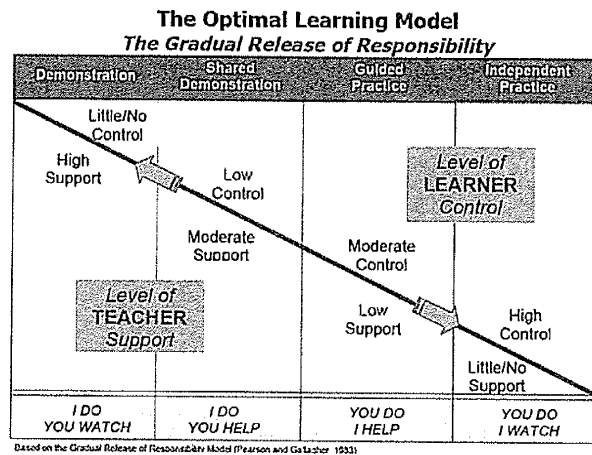
Learning best occurs when specific learning targets convey to students the destination for the lesson – what to learn, how deeply to learn it, and exactly how to demonstrate their new learning. In our estimation (Moss & Brookhart, 2009) and that of others (Seidle, Rimmele, & Prenzel, 2005; Stiggins, Arter, Chappuis, & Chappuis 2009), the intention for the lesson is one of the most important things students should learn. Without a precise description of where they are headed, too many students are “flying blind.” (Moss, Brookhart, Long (2011).

Learning best occurs when learners are expected to learn and when they are supported in their learning. An effective educational program must begin with explicitly- stated, expected outcomes, such as the Common Core State Standards, and be monitored by appropriate assessments. Ongoing communication among students, faculty, and families facilitates each student's learning in the context of these stated objectives. Teachers scaffold the learning of students and differentiate instruction in order to lead all students to academic growth and achievement. BWCAS has set high expectations for student learning, grounded in state and national standards. We regularly assess progress towards meeting them, celebrate milestones along the way, and provide supplemental instruction as needed.

Learning best occurs when children are self- motivated and inspired to answer questions that have meaning and relevance for them across disciplines and distinct state standards groupings. Project-based learning capitalizes on students' natural curiosities and methods of exploring the world around them, reality, self-awareness, and more. BWCAS will implement project-based learning as one of our core instructional techniques.

Learning best occurs when the appropriate instructional technique is selected based on the objective to be taught and the needs of the learner. The Gradual Release of Responsibility can provide a useful way of categorizing instructional methods so as to help students become more independent. In short, this instructional model presents a process in which the responsibility is released from the teacher to the student. It requires that the teacher intentionally transition from owning “all the responsibility for performing a task . . . to a situation in which the students assume all of the responsibility” (Duke & Pearson 2002, p. 211).

In the gradual release model, teachers offer varying degrees of support to promote student learning. As seen in the upper left of the graphic below, when the teacher offers the most support, the learner control is low. In the bottom right, when the teacher offers the least support, the learner control (and therefore responsibility) is high.



### WHAT IT MEANS TO BE EDUCATED IN THE 21<sup>ST</sup> CENTURY

A well-educated person in the 21st Century must be highly proficient in a rigorous set of competencies in language, reasoning/problem solving, reading, writing, computation, interpersonal relationships, social/economic studies, the use of technology, and personal work habits in order to succeed in a global economy.

A well-educated person recognizes that the world is constantly changing, and is a self-directed lifelong learner prepared to continually adapt to changes that require new skills and competencies to be successful in their lifetime. An educated person understands that creative thinking leads to opportunity, that talent can be turned into true skill, and that all human beings are equal and important<sup>3</sup>.

Better World Conservatory of the Arts and Sciences believes that educated citizens of the 21st century must have global awareness and a solid foundation in science, math, history and literature and language arts. With such knowledge they will not only be able to keep up with the rapid growth of science and technology, but they will also be able to contextualize and understand its global implications and interconnectedness. While insisting upon thorough study of these traditional disciplines, the curriculum accentuates the interrelatedness of such core subjects and so advances a holistic view of learning.

<sup>3</sup> Douglas Kellner, *New Media and New Literacies: Reconstructing Education for the New Millennium*, UCLA, 2000

---

A well-educated person in the 21st Century is one who continuously strives to develop and improve cognitive, affective and metacognitive skills and knowledge. Better World Conservatory of the Arts and Sciences believes that well-educated individuals are intrinsically motivated to seek out new ideas and information from a variety of perspectives. A 21st Century education reflects the rapid, and often unpredictable, changes in our world. A well- educated person has the skills and knowledge to adapt, the ability to collaborate and effectively communicate in more than one language.

Educated citizens of the 21st century have a love of learning that will enable them to be lifelong independent learners, so they can adapt quickly and easily to changes in core knowledge. They must be able to work productively and cooperatively in a multicultural environment. By encouraging students to consider multiple perspectives and intercultural awareness not only are tolerance and respect fostered, but empathy as well. In addition, they must be effective language users adept at writing and speaking, and they must be committed to the intellectual virtues of objectivity, respect for the truth and social and moral awareness.

The proposed instructional program offers a framework for educating the whole person by asking students to consider the issues of the world and the knowledge and skills developed in the classroom in order to act upon opportunities for learning. The instructional program asks the student to consider issues and problems in their widest scope and to realize that good solutions often draw upon insights one has acquired from many sources. This means helping students recognize relationships between themselves, school subjects and the world outside, and to learn to combine relevant knowledge, experience and critical thinking to solve authentic problems.

## INSTRUCTIONAL DESIGN

*“Educating the mind without educating the heart is no education at all.”*  
- Aristotle

Better World Conservatory of the Arts and Sciences believes the most powerful learning experiences are interdisciplinary in nature, meaningful, relevant, and empowering, not only for students, but all members of the learning community. As such, the program is centered around Resnick & Halls Principles of Learning (2003) for Effort Based Education, culturally relevant and responsive pedagogy, and implemented through the Project Based Learning model.

### Principles of Learning

In their extensive research, Resnick & Hall (2003) outline the Principles of Learning for Effort Based Education, where the basic premise is that individuals increase their aptitude through effort and human intelligence demonstrate great plasticity. The Principles include:

- Human capability is open-ended
  - ◆ People become more intelligent through sustained targeted effort
  - ◆ Upper limits of human capability are unknown
- Learning-oriented achievement goals
  - ◆ Rigor through incremental theory of intelligence
  - ◆ Intelligence is learned via problem-solving
  - ◆ Intelligence develops
  - ◆ High-effort produces intelligence
- Promoting learning goals

- ◆ Clear learning goals resolve aptitude-effort tensions
- ◆ Create environment focused on incremental learning
- Metacognition
  - ◆ Gradual shift from skills to self-monitoring
  - ◆ “Habits of Mind”
  - ◆ Accountable talk

Quint et al. (2007) in their study of the Principles of Learning showed a significant correlation between the implementation of these principles and increased academic achievement<sup>4</sup>. In particular, they found that higher implementation of the principles of Accountable Talk and academic rigor in reading and math lessons are associated with higher student achievement in both areas.

### Culturally Relevant Pedagogy

Ladson-Billings defines culturally relevant pedagogy as one that empowers students intellectually, socially, emotionally, and politically using cultural referents to impart knowledge, skills, and attitudes” (pp. 16-17). Ladson-Billings explained that culturally relevant pedagogy is a “pedagogy of opposition not unlike critical pedagogy but specifically committed to collective, not merely individual, empowerment” (p. 160).

**TABLE 1**  
*Synthesizing Gay and Ladson-Billings*

Culturally responsive teaching	Culturally relevant pedagogy	Culturally relevant education
Social and academic empowerment	Academic achievement	Academic skills and concepts (AS&C)
Multidimensionality	Cultural competence	Critical reflection (CR)
Cultural validation		Cultural competence (CC)
Social, emotional, and political comprehensiveness		
School and societal transformation	Sociopolitical consciousness	Critique discourses of power (CDP)
Emancipation or liberation from oppressive educational practices and ideologies		

McKinley’s (2010) study<sup>5</sup> of 31 teachers and 20 principals in the Seattle Public School District who narrowed the achievement gap for their black students found their methods and pedagogical philosophies in line with culturally relevant and responsive teaching, or teaching that met and reflected the needs and social capital of the student body.

<sup>4</sup> Quint, Akey, Rappaport, Willner (2007). “Instructional Leadership, Teaching Quality and Student Achievement: Suggestive Evidence from Three Urban School Districts” December, MDRC.

<sup>5</sup> McKinley, Johnnie (2010). *Raising Black Students’ Achievement Through Culturally Responsive Teaching*. ASCD.

---

## Project Based Learning (PBL)

Project Based Learning is a teaching methodology that utilizes student-centered projects to facilitate student learning. It actively engages students in problem solving and exercises higher order thinking skills while they interact with new content. There is great momentum toward moving traditional schools into this framework for learning as years of research supports its effectiveness.

Research on Project Based Learning suggests its implementation is strongly correlated with increased student achievement. A randomized controlled trial study by Duke et al. (2017)<sup>6</sup> of the impact of project based learning on the social studies and literacy achievement and motivation of second-grade students from high-poverty, low-performing school districts found statistically significant differences overall favoring the PBL group over the control group. In the PBL group, gains were 63 percent higher for social studies and 23 percent higher for informational reading than in the control group.

A study by Alacapinar (2008) found that students in the experimental group showed gains in achievement, and in cognitive psychomotor domains. They not only expressed enjoyment in the project work, but noted improved self-confidence, creativity, and ability to plan and develop ideas, problem-solving skills, and working in groups. Another study by Duncan & Tseng (2010) found similar results with substantial gains in student learning of unit concepts and greater comparative understanding overall.<sup>7</sup>

Learning is a process of making connections, of understanding how things are related. As reflective learners, children connect new learning to their own lives. Rather than studying math and then separately studying science and then separately studying language arts standards, project-based learning integrates the skills and knowledge attainment through meaningful, “real” scenarios. Thoughtful questions and activities help children synthesize their new knowledge and apply it to new situations. Real learning is generative. One question often leads to another. As students progress through our 7th through 12th grade program, they will internalize this process and work more efficiently, as well as deepen their learning through the implementation of their projects.

Better World Conservatory of the Arts and Sciences defines project-based learning as a curricular and pedagogical strategy that organizes students’ mastery of state standards in the academic disciplines around projects. It is important to understand that project-based learning does not replace content area time but rather is part and parcel of that same objective to achieve state standards mastery across all core disciplines. The projects are another means to the desired ends. Thus, project-based learning aligns well with a standards-based curriculum, as educators in several research studies have demonstrated (Dresden & Lee, 2007; Helm & Gronlund, 2000; Schuler, 2000). In this framework, students fulfill explicit educational goals as they are actively involved in planning, problem-solving, decision-making, and investigation; they work relatively autonomously, as well as cooperatively, over extended periods of time; they reflect on their work, receive feedback, and incorporate the feedback; they are guided by teachers’ facilitation, not direction, to develop skills; and their final product represents the skills and knowledge they

---

<sup>6</sup> Duke, Neil; Halvorsen, Anne-Lise; Strachan, Stephanie; Kim, Jihyun; Konstantopoulos, Spyros (2017). Putting PBL to the Test: The Impact of Project Based Learning on Second Grade Students’ Social Studies and Literacy Learning and Motivation. Edutopia.

<sup>7</sup> Holm (2011). Project-Based Instruction: A Review of the Literature on Effectiveness in Prekindergarten through 12th Grade Classrooms. InSight: River Academic Journal. V. 7, N 2, Fall 2011.

---

gained (Jones, Rasmussen, & Moffitt, 1997; Thomas, Mergendoller, & Michaelson, 1999; Moursund, 1999; Diehl, Grobe, Lopez, & Cabral, 1999).

For English Language Learners (ELs) and socioeconomically disadvantaged students, project-based learning takes on additional importance. The collaborative activities inherent to project-based learning provide ELs with systematic opportunities to improve their English language proficiency in the context of authentic peer communication. Group interactions with the focus on the task rather than the language provides a nonthreatening opportunity for the second language learner to listen to other children's discourse and, once confident, to contribute to the conversation (Amaral et al., 2002; Echevarria et al., 2004). Research also indicates that the use of projects for the education of children living in poverty (1) increases their motivation for learning academic skills and the opportunity to meaningfully practice these skills, (2) helps children see themselves "as learners and problem solvers" and develops their self-esteem, (3) strengthens positive relationships between teachers and families, and (4) helps families become aware of resources available in their communities (Helm and Lang, 2003).

Furthermore, project-based learning takes on added dimension in developing skills for problem-solving across lines of difference. In painting a portrait of "Students Who are College and Career Ready in Reading, Writing, Speaking, Listening, and Language," the *Common Core State Standards for English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects* include the need to "come to understand other perspectives and cultures." The standards guide further explains that students who are college and career ready actively seek to understand other perspectives and cultures through reading and listening, and they are able to communicate effectively with people of varied backgrounds.<sup>8</sup>

### **Instructional Design of Projects**

BWCAS faculty will collaboratively develop projects that cover social studies and science standards, incorporate language arts and mathematics standards, arts standards, and more, integrating learning outcomes derived from the multiple intelligences. All project based learning curriculum modules integrate content standards and learning outcomes across content areas, focused on real problems, compelling themes and topics, and are linked to standards in social studies, history, literacy, visual, performing and media arts, mathematics and science. The materials offer a means of pursuing big ideas, ideas that students value. Students use new knowledge and skills to solve problems, explore, and gain and demonstrate and apply their understanding. Literacy and informational texts, the arts, writing, science, and mathematics all become powerful learning tools. Students build the repertoire of knowledge and skills they need to become lifelong learners. These include the confident use of informational sources, reading and writing strategies, speaking and listening skills and strategies, arts skills and strategies, problem solving and thinking strategies, quantifying strategies, and collaboration skills and strategies as they develop each of their intelligences across a spectrum of domains.

The broad topics for these projects are teacher-created to support standards-based instruction and the specifics of each project will integrate students' own interests. The degree of their autonomy is dependent on the grade (and maturity) of the students. Over time, students learn to take more responsibility for their own learning processes and demonstrations of learning.

---

<sup>8</sup> *California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects*, © 2013 by the California Department of Education

---

Teachers design projects that allow for greater opportunities for student responsibility, decision-making, and connection-building. Teachers' projects connect to the standards, consider cognitive and social development, build on prior years and feed into subsequent years for vertical articulation. Each project integrates CCSS, NGSS, and/or California State Standards across content areas. Teachers document the student learning through note taking, pictures, tape recordings, video and a variety of other monitoring tools.

When students work on projects, they use the resources detailed in this Charter across the different core content areas and supplemental resources, as students produce their own questions and enhance their own learning via computer-based research, library research, and other resources. A project's central activities must involve the transformation and construction of knowledge (by definition: new understandings, new skills) aligned to CCSS on the part of students (Bereiter & Scardamalia, 1999). If the central activities of the project represent no new challenges to the student or can be carried out with the application of already-learned information or skills, the project is an exercise, not a project-based learning experience.

BWCAS teachers use preexisting curricular materials and also develop their own projects and lessons that are aligned to state standards. Their process follows three basic steps:

- **PLANNING THE PROJECT:** Teacher identifies specific state content standards the project is intended to address across disciplines and engages in "backwards design" to prompt students to engage in learning that will lead to the desired standards mastery.
- **BEGINNING THE PROJECT:** Teacher elicits questions and problems from students and rephrases, as needed, to pose developmentally-appropriate, challenging questions or problems that become the "driving" question for the project (Krajcik, Blumenfeld, Marx, & Soloway, 1994; Marx, Blumenfeld, Krajcik, Blunk, Crawford, Kelly, & Meyer, 1994).
- **PROJECT TIME:** In line with the "master-apprentice relationship," BWCAS teachers will then "scaffold" instruction: breaking down tasks, using modeling, prompting, and coaching, to teach strategies for thinking and problem solving to help students become proficient at conducting the relevant inquiry activities (Blumenfeld et al., 1991), leading ultimately to mastery of the CCSS.

Projects are developed and implemented in alignment with the following research-based elements in mind:

- Standards-based curriculum, instruction, and assessment planning linked to big ideas. (Mitchell, Wiggins)
- Intelligence as the development of a wide range of aptitudes rather than a single, fixed aptitude (Gardner, Resnick, Sternberg)
- Student-centered, inquiry-based instruction. (Danielson, Hayes Jacobs, Wiggins)
- Focus on Literacy: thinking, viewing, listening, speaking, reading, and writing all day long. (Allen, Harvey, Taylor)
- Focus on numeracy: time management, assessing data, economics and money management, space planning and design.
- Literary, visual, performing, and media arts inside the natural cycle of learning. When children express themselves through the arts, they are involved deeply in thinking processes and discovery.
- Family and community cultures embedded in classroom and school life with families as partners in the educational process and extensive community involvement. (Epstein)

---

## CURRICULUM AND INSTRUCTION

Better World Conservatory of the Arts and Sciences will use the Common Core State Standards and the California Content Standards to align the curriculum, assess and monitor student progress, design systematic support and intervention programs, and encourage parent investment and community involvement.

After students are enrolled into the school, they will be assessed in the areas of English Language Arts and Mathematics, as well as English Language proficiency (for enrollees that are English Learners). The curricular standards will then be broken down and integrated into the thematic units constructed by the teachers using the backwards planning model. The effectiveness of instructional practices will be measured throughout the year through: 1) state-mandated standardized tests; 2) unit-specific assessments designed by teachers using standards-based rubrics; 3) student portfolios and exhibits; 4) publisher-developed assignments and tests.

Instructional methods and strategies will include, but not be limited to, students applying skills and concepts learned to real world projects, service learning, and blended learning, all requiring problem solving, critical thinking and active engagement in classroom talk around the concepts and standards they are learning.

### Teaching Methods

All teachers at Better World Conservatory of the Arts and Sciences will utilize a wide variety of pedagogical strategies to ensure that all students demonstrate mastery of content. Strategies will be selected throughout the units according to student needs and teacher knowledge. Teachers will use a variety of instructional models, techniques, and frameworks to support learning and inquiry such as:

**Direct Instruction:** This conventional approach allows the teacher to present new concepts and skills, create purpose, model the skills and/or construct a learning experience that allows for connection building, guide practice and check for understanding. By the end of the lesson, students individually demonstrate their knowledge and/or skills.

**Metacognition:** Teachers who share their thoughts on how they approach and complete a task or arrive at a conclusion, help students become aware of their own thinking; this is called metacognition. Successful students are able to understand and are aware of the most effective strategies they need in order to study and learn. Teachers help less successful students by modeling effective learning strategies for them, showing them how and when to use these strategies and teaching them why they are important for their success.

**Targeted Re-Teaching:** When formal or informal assessments reveal that one or more student(s) are struggling with a particular skill or concept; those students will receive targeted instruction that re-teaches that skill or concept. This instruction may be a single, brief lesson to correct a misconception or multiple sessions to address a more complex concern. Our staffing structure allows for a variety of small group instructional methods

**Small Group, Differentiated Instruction:** Small group instruction provides teachers with an opportunity to provide individualized feedback and differentiate instruction



---

according to the needs of students. This will take place in the form of guided reading, guided math, and small group, skill-based intervention.

**Socratic Seminars:** Socratic Seminars are formal discussions where the facilitator asks open-ended questions, beginning with definitions and distinctions of concepts. Students listen closely and respond to one another in the form of questions, connections, or comments, thinking critically about what they are hearing and saying, articulating their thoughts, and then reflecting upon their changing conceptions about the themselves and the topic matter.

**Concept Building and Distributed Practice:** This teaching strategy offers students multiple opportunities to encounter and practice concepts and skills as it is distributed over the course of the year and across disciplines, improving retention and depth of knowledge.

**Problem Posing Education:** This method poses problems to students and provides the time and space for them to research, understand with greater depth, and formulate solutions, design models, and test their theories as they are applied to real-world situations.

**Culturally Relevant Instruction:** This teaching strategy presents students with content that is both culturally and socially relevant to them, reflects strengths and challenges of communities they identify with, and expands upon ideas familiar to them. The curriculum will be culturally sensitive and support the appreciation of other cultures with their own.

**Inquiry Based Learning:** Critical inquiry is a cyclical process by which information, ideas, and assumptions are gathered, evaluated, analyzed, questioned, and reasoned from multiple perspectives; a dialectical process that leads to new ideas and truths for a time. Students will be presented with driving questions within their thematic, transdisciplinary units that spark curiosity and further inquiry.

**Passion Projects:** Based on student interests and questions of curiosity, students will use the inquiry cycle to explore topics they are most passionate about, driving their own learning. Students will seek out and invite experts in related fields to help guide their learning and support connection building with core content standards. Students will present to the learning community three times a year, their progress on their passion projects.

**Authentic Experiences:** Students will reach greater depths of knowledge through hands on experiences and experimentation, educational field trips, interviews of community leaders and experts in their fields of study, and regular exposure to primary sources and materials.

**Assessment:** Diagnostic assessments will be used to evaluate how students are progressing throughout the year. The data will inform instructional decision making and allow for teachers to make adjustments to their pacing plans to meet students' needs. Once per term, the teacher will meet with guardians and students to discuss areas of strength and weakness, and set goals for the following semester.

---

**Advisory Groups:** All students will be well known and supported through advisory groups of 15-20 students. The advisory structure provides a small focused support group to motivate and support each student's progress. The advisory teacher will monitor each student's personal learning plan to address individual interests and needs. Each student will also have a personal learning team consisting of their teacher advisor, a parent, and a mentor that will meet throughout the year to provide guidance and assess progress. The student mentor may be a teacher, a qualified community leader, a parent volunteer (after passing appropriate DOJ/TB clearance) or other member of the staff. This structure will help to ensure that student voice is included in all aspects of the school that directly affect student learning, interests and needs and that no student falls through the cracks.

Advisory will cover standards for each grade level in the areas of personal development, college and career, social responsibility and community building.

### **Personalized Learning Environment**

Students learn best in small learning communities where their education is personalized. Through our conservatory approach, relationships between BWCAS adults and students will be sustained over time and student learning will be personalized so that each student's individual needs are recognized and met. Teachers will work in grade level teams and share data and responsibility for the grade level group of students. Having three two-hour periods per day will increase teacher time to focus on students as individuals<sup>9</sup>.

### **Integrated Technology**

The Common Core State Standards require significant student collaboration, fluency with multimedia and technology, and the development of strong complex reasoning, problem solving, and communication skills. BWCAS student technology goals will include all students developing technology literacy and technology fluency.

We define technology literacy as the ability to responsibly, creatively and effectively use appropriate technology to: communicate; access, collect, manage, integrate and evaluate information; solve problems and create solutions; build and share knowledge; and improve and enhance learning in all subject areas and experiences. Technology Fluency is demonstrated when students: apply technology to real-world experiences; adapt to changing technologies; modify current and create new technologies; and personalize technology to meet personal needs, interests and learning style.

We believe that technology used as an effective tool in high-performing schools must provide electronic assessments and electronic student portfolios that provide immediate access to student progress data for teachers, students and their parents.

### **Blended Learning**

The BWCAS blended learning model will be a mix of learning technologies and interactions resulting in a socially supportive, constructive learning experience. It will utilize digital content and instructional technology to create a unique classroom environment which will allow students to develop into independent learners and offer the teacher opportunities to focus additional time on group and targeted differentiated instruction. The teacher will no longer be the sole distribution mode for instruction. BWCAS blended learning environment will 1) re-think the role of the teacher, 2) allow

---

<sup>9</sup> Bill & Melinda Gates Foundation, Making the Case for Small Schools, 2001

---

each core teacher to maintain an effective instructional group of students, and 3) maintain our block schedule which will foster an atmosphere of rigor and focus on the core subjects while providing flexibility around elective participation.

Students will have access to iPads and/or Chromebook in the classroom daily, participate in in-classroom rotations, and be able to utilize one or all of the following learning technologies: distance learning, digital content, online courses and interactive tools. Blended learning classrooms will provide students with group, project-based, and individualized learning opportunities to better prepare students for college and provide instruction that better meets individual student learning styles.<sup>10</sup>

At the core of the model are the following signature practices:

1. **Differentiated and Personalized Teaching and Learning** -- Students will use adaptive and non-adaptive digital content and have differentiated tasks, pathways, and playlists for learning.
2. **Data Driven Decisions Support Mastery-Based Learning** -- Daily checks for understanding to inform grouping and instructional strategies.
3. **Integrated Digital Content and Learning Tools** -- Students will use technology and digital media strategically and capably.
4. **Students as Creators and Producers** -- Students will transfer knowledge by producing artifacts every day. Students will move beyond consumption and move towards creation and production.
5. **Student Agency and Ownership of Learning** -- Students will take ownership over their student achievement data, which will lead to increased choice over time, team, technique, and/or task.

### College-Readiness for All Students

The question at BWCAS will not be “are you going to college?” but “which college are you going to attend?” While students may have plans to pursue other post-secondary options such as vocational schools or military service, the school will maintain a strong college-going culture, which will be implemented through advisory groups, parent engagement and school-wide activities and includes:

- College information materials, including brochures, the college resources section of the school’s web site and other resource materials will be made readily available to all students and families.
- Programs regarding career and college information will be presented to students, parents, and community members in workshops and through college counselors (at the high school level) in individual and group student settings. BWCAS parent and student workshop topics include: college and university options, required college-entrance courses, financial aid opportunities, college majors linked to careers, visits from college representatives and student field trips to colleges, college entrance tests, PSAT program and ongoing access to information regarding college outreach programs.
- College-readiness and awareness will be a priority content focus in daily teacher led advisory groups for all students with the support of college counselors serving as a resource to classroom teachers and principals.

---

<sup>10</sup> US Department of Education, Evaluation of Evidence-Based Practices in Online Learning, 2010

- 
- Advisory curriculum will include direct development of study skills to prepare our students to be independent learners through the use of study skills materials and through a visiting college student program that provides an opportunity for students to learn from students in the community who have successfully entered college programs.
  - Pennants from local and national colleges and universities will be displayed throughout the campus and in each classroom, and a poster of college-coursework and entrance requirements will be posted in every 7th-12th grade classroom.
  - Students will have the opportunity to research college programs beginning in 7th grade.
  - Trips to local universities will be coordinated to provide students and their parents an opportunity to become familiar with college campuses and their programs.
  - Counselors and Advisory teachers will work with students interested in other educational opportunities, such as vocational programs and military service, to provide them opportunities to increase their knowledge of and exposure to their areas of interest.
  - Beginning in the eleventh grade, students and their parents will participate in identifying scholarship programs and receive assistance in preparing and submitting applications for scholarships.
  - The school will coordinate awareness, tutoring and support preparation for PSAT, SAT and/or ACT exams for high school level students, and includes CSU Early Assessment into our college-readiness program.
  - Secondary students will take CSU 11th grade early entrance assessment and CSU placement tests as a key indicator of college-readiness, and student performance data from the results of college-readiness exams (i.e. PSAT, SAT, ACT) will be collected and analyzed to monitor student preparation for college level coursework.

Each individual student will maintain an electronic portfolio to document progress and next steps of meeting college-entrance requirements. Parents will receive a copy of their child's portfolio with a guide to plan for success during orientation. Parents will participate in learning about and supporting their child's preparation for meeting college-entrance requirements. Each student will be required to have a college-entrance or post-secondary plan including applications submitted at the conclusion of their senior year to colleges, the work force or the military. This plan is something that faculty and staff work closely with each student to complete. Students also receive assistance in completing and submitting referenced applications. While it would be very rare for students not to complete this task, failure to do so would not prevent them from graduating.

### **Inquiry Units**

The school's educational approach begins with a point of inquiry that drives transdisciplinary units and supports the understandings of learning as cognitive dissonance, interconnected, power, and responsibility; ultimately cultivating humility, humanity, and an expanding sense of community. The teachers at Better World Conservatory of the Arts and Sciences will revise transdisciplinary pacing guides at the beginning of each year in all subject areas to include related current events and media examples.

---

### Instructional Materials

The target population for Better World Conservatory of the Arts and Sciences is that group of students who have demonstrated passion, commitment, and interest in the arts, grades 7 - 12, and who reside in the Anaheim city and surrounding communities. The primary mission of Better World Conservatory of the Arts and Sciences is to provide an outstanding academic and arts educational program that supports young people who have demonstrated the interest, passion, and commitment in understanding and developing themselves as artists. Better World Conservatory of the Arts and Sciences is committed to provide a nurturing and challenging environment that fosters democratic values, appreciation for cultural diversity and desire for life-long-learning.

All high school 9-12 grade core courses during the academic portion of the day are UC approved a-g courses. At a minimum, students attending BWCAS complete a rigorous program consisting of four years of Literature and Composition, three years of Social Science, two years of Science (one life science and one physical science), one years of a World Language, and two years of Math (students must complete geometry), one semester of Health, and one year of Performing Arts.

These outcomes will result from an instructional program and common assessments that incorporate learning modalities and allow students to learn in their preferred styles. Minimum state-mandated instructional minutes shall be implemented for the instructional day. A variety of assessments and projects provide students opportunities to demonstrate these strengths. Collaboration will motivate students to work with their peers. Activities ranging from acquiring knowledge to creating original pieces of work will exemplify Bloom's taxonomy and integrate previously learned concepts. The integration of technology in instruction will prepare students for the future and facilitate information gathering and analysis. Teachers will employ strategies making classrooms communities of learners to fully engage participants in acquiring knowledge, skills, attitudes and processes appropriate for each academic and content area.

Instructional materials will be ordered by the principal, in consultation with the faculty, that are aligned to the state standards, school goals, and measurable outcomes. Textbooks will be adopted from the State Adopted Textbook list. Every student will have the necessary, current, instructional materials for each subject area consistent with the framework adopted by the California Department of Education.

### Curriculum

Better World Conservatory of the Arts and Sciences will instruct students in the Common Core State Standards [CCSS] as a means to understanding larger transdisciplinary ideas. Units will be designed beginning with an inquiry question that can be explored more deeply through the lenses of various disciplines. The CCSS will be integrated into the units and distributed over the course of many months and multiple subject areas to support retention of knowledge and skills.

**Language Arts:** BWCAS aims to develop students that are critical readers and conscientious writers. Students will demonstrate critical literacy, recognize the impact of perspective on the ideas being put forth, as well as be able to write with intentionality and awareness of the audience for which they aim to reach. To help students develop these critical literacy skills, their personal reading and writing needs will be identified and met through individual and small group instruction. Small group guided reading instruction will support the synergistic relationship between reading, writing, listening and speaking, as students listen and discuss text, while writing about the meaning they've derived from

---

it. Students will progress through guided reading lessons based on their instructional levels.

**7th and 8th Grades Reading Development through Balanced Literacy:** BWCAS will implement a balanced approach to teaching literacy in 7th and 8th grades. The instructional methodologies that make up that approach serve as a critical technique for teaching reading and writing.

The *Continuum of Literacy Learning, Grades 6-8*, which is aligned with Common Core State Standards, serves as our primary curriculum resource. The guide is divided into seven continua (Interactive Read Aloud and Literature Discussion; Shared and Performance Reading; Writing About Reading; Writing; Oral, Visual, and Technological Communication; Phonics, Spelling, and Word Study; and Guided Reading). In each category, the *Continuum* provides “behaviors and understandings to notice, teach and support.”

At BWCAS, we will teach those behaviors and understandings using a variety of instructional techniques. In this section, we describe the primary methods that BWCAS uses to implement the *Continuum of Literacy Learning*—that is, balanced literacy techniques, including the workshop approach. In addition, teachers at BWCAS incorporate standards-driven instruction that supports the development of the behaviors and understandings named in the *Continuum* in other subject areas, and using additional methods as needed.

Balanced literacy instructional techniques include methods for teaching reading and writing, as indicated by the examples below:

- **Interactive Read Aloud:** The teacher reads the text aloud and takes the opportunity to engage students with texts that are more complex than they can read for themselves.
- **Literature Discussion:** These discussions begin as brief “turn and talk” moments in interactive read aloud. This sets the stage for transitioning into brief small group discussions and then into independent book clubs as students mature.
- **Shared Reading:** Students read aloud from a common enlarged text. In primary grades, this might be a big book or a chart. In the upper grades, the teacher might project an article to highlight key text features.
- **Close Reading:** Close reading is thoughtful, critical analysis of a text that focuses on significant details or patterns in order to develop a deep, precise understanding of the text's form, craft, meanings, etc. It is a key requirement of the Common Core State Standards and directs the reader's attention to the text itself.
- **Choral Reading:** A group of people read together from a common text, with the emphasis on interpreting the text with the voice.
- **Readers' Theater:** Readers reenact a text, assuming individual roles.
- **Guided Reading:** The teacher brings together a group of students who are similar in reading level based on assessment.
- **Reading Workshop:** The structure of reading workshop includes (1) a mini-lesson on a specific principle; (2) independent, individual reading with some small-group work and teacher conferences; and (3) sharing and a restatement of the mini-lesson principle.

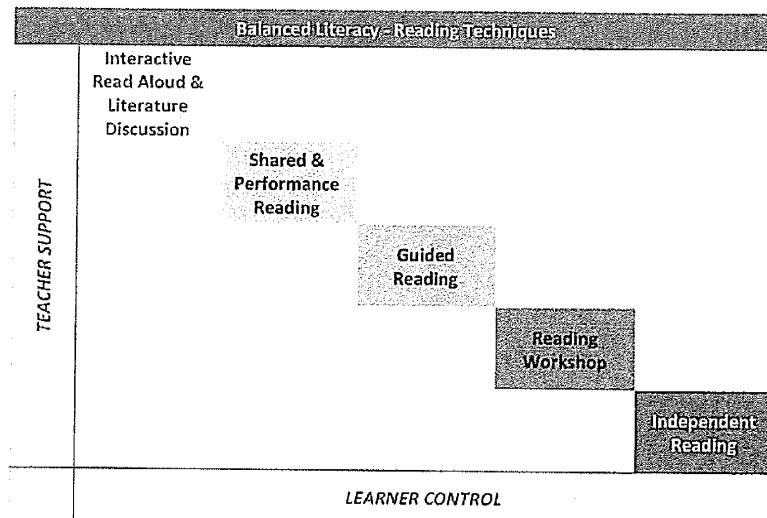
---

**Writing Development through Balanced Literacy:** Using the Reading and Writer’s Workshop format, students will closely read relevant texts with purpose daily and subsequently progress through the reflective writing process. The writing instruction will be based on the 6+1 Trait Writing Model (Culham 2003) which emphasizes: ideas, organization, voice, word choice, sentence fluency, and conventions.

- **Modeled Writing:** The teacher demonstrates the process of writing in a particular genre, while thinking aloud to reveal his/her mental processes while writing.
- **Shared Writing:** The teacher and students compose a text together. The teacher is the scribe. The text becomes a model, example or reference for student writing and discussion.
- **Interactive Writing:** This method is very similar to shared writing, with the addition of asking students to write some portion of the text. This technique is only used with beginning writers and focuses on the features of letters and words.
- **Writing Workshop:** The structure of writing workshop includes (1) a mini-lesson on a specific principle; (2) independent, individual writing with some small-group work and teacher conferences; and (3) sharing and a restatement of the mini-lesson principle.

Taken together, the balanced literacy instructional techniques are structured according to the principle of the gradual release of responsibility, in which responsibility is released from the teacher to the student.

As such, the contexts vary according to the degree of teacher support and learner control. Fountas and Pinnell assert that, “each element requires a different level of support from the teacher and respects the level of control or independence of the children.” (Fountas & Pinnell, 1996, p. 25.) The following figure *Balanced Literacy – Reading Techniques* illustrates this relationship. For example, while reading aloud, the teacher does the majority of the work and the students respond. (S)he reads the book aloud to the students and then engages them in a discussion. The students may chime in as the teacher is reading or the teacher may ask the students to read certain portions of the text on their own. While the teacher is still primarily responsible for the reading, (s)he is beginning to release some of the responsibility to the students. In contrast, during guided reading, the student is responsible for reading the entire text to him/herself, though the teacher supports him/her in doing so. The teacher introduces the book and then during the reading is “highly selective” with regards to the support that (s)he offers. (Fountas & Pinnell, 1996, p. 131) As such, the responsibility for the reading rests primarily on the student. The ultimate goal of this reading instruction is independent reading, in which the students selects and reads independently. Over time, the texts for each type of instruction should become more difficult. As a student becomes a more skilled reader, (s)he should be able to read independently a book that was once only accessible to him/her if his/her teacher read it aloud. (Gaffney & Anderson, 1991)



**English Language Development (ELD):** Students at Better World Conservatory of the Arts and Sciences who are classified as English Language Learners (ELLs) will participate in daily designated and integrated ELD instruction as well as Specially designed academic instruction in English (SDAIE) strategies applied throughout the day. ELD instruction will be linked to the ELD Standards aligned with the California Common Core State Standards for English-Language Arts, Literacy in History/Social Studies, and Science. The standards describe the key knowledge, skills, and abilities in core areas of ELD that students learning English as a second language need to achieve in grade-level content.

For students to express themselves, it is important they understand the beauty of language—how to choose words wisely, the impact of a well-crafted sentence, and how punctuation affects the pace of a written piece. Students continue to build and demonstrate effective use of grammar, punctuation, capitalization, and spelling in writing or speaking.

In addition, students build their understanding of figurative language using a range of strategies listed in the table below.

Grade	Increasing Effective Expression
7	Students interpret figures of speech (e.g., literary, biblical, and mythological allusions) in context.
8	Students interpret figures of speech (e.g., verbal irony, puns) in context.

**English Language Arts -Comprehending Informational Text:**

Students not only engage in careful analysis of texts in English language arts but in other subject- matter classes as well, such as history/social studies, science, mathematics, arts,



health, and physical education. This table shows some of the skills in the Reading Standards for Informational Text that students learn by the end of each grade.

Grade	Examples of Making Meaning with Text
7	Students analyze the structure an author uses to organize a text, including how the major sections contribute to the whole and to the development of the ideas.
8	Students analyze in detail the structure of a specific paragraph in a text, including the role of particular sentences in developing and refining a key concept.

**Mathematics:** Better World Conservatory of the Arts and Sciences math curriculum is based on the Common Core State Standards and Standards for Mathematical Practice [SMP]. These practices include: 1) Making sense of problems and persevere in solving them; 2) Reasoning abstractly and quantitatively; 3) Constructing viable arguments and critiquing the reasoning of others; 4) Modeling the mathematics; 5) Using appropriate tools strategically; 6) Attending to precision; 7) Looking for and making use of structure; and 8) Looking for and expressing regularity in repeated reasoning.

The Standards for Mathematical Practice (MP) help students learn to think like mathematicians—to apply mathematics to solve real-world problems, be resourceful, reason about numbers, and explain and defend their solutions and the strategies used to find the solution. When students apply MP.7, they look for patterns and structures to help them solve problems.

Grade	Examples of MP.7: Look for and make use of structure.
7	Students routinely seek patterns or structures to model or solve problems.
8	Students examine patterns in tables and graphs to generate equations and describe relationships.

Students will develop their mathematical thinking and reasoning skills through Cognitively Guided Instruction [CGI], an approach to mathematics instruction that builds on students’ natural ability to identify patterns, problem solve, and develop strategies.

With the emphasis on students understanding mathematical concepts and achieving deeper learning, teachers will teach mathematics differently than in the past. Students will learn to “do math” through real-world situations and focus on fewer topics that are connected in a coherent progression within and across grade levels.

In grades seven through eight, students move from arithmetic to algebra. Learning focuses on ratio and proportional reasoning applied to real-world problems and quantitative relationships, leading to the notion of functions by grade eight. By the end of

grade eight, students are expected to be fluent with calculations with positive and negative fractions and decimal numbers.

Grade	Major Focus for Instruction and Learning in Grades 6–8
7	Ratios and proportional relationships; arithmetic of rational numbers
8	Linear algebra and linear functions

In grade 7, instructional time will focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

In grade 8, instructional time will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

**Guided Mathematics:** Guided Math is a structure for teaching whereby a teacher supports each student’s development of mathematical proficiency at increasing levels of difficulty, within the context of a small group. It is premised on the idea that working with students in small groups, provides powerful possibilities for reaching all children where they enter and taking them to the next level. In Guided Math groups, students engage in standards-based, rigorous, engaging meaning making learning opportunities where the teacher focuses on a particular concept, strategy or skill. Teachers facilitate this learning through hands-on, scaffolded conversations and intensive questioning.

Guided math provides a structure for teachers to **differentiate instruction** so they can *reach and teach* every student by:

- Creating flexible small groups that allow students to work in their *zone of proximal development* so they can learn exactly what they need to know at their instructional level
- Creating activities that tap into student’s *individual learning preferences and interests* so they stay engaged
- Providing *immediate feedback* so the student can adjust their work
- *Questioning* students in small groups so they have an *opportunity to talk* with their peers, *ask questions* and *justify their mathematical thinking*
- Allowing teachers to *re-teach, reinforce, expand* and *compact* concepts, strategies and skills
- Providing short lessons that emphasize *conceptual understanding, procedural fluency* or *problem solving*

- 
- Scaffolding lessons so that they can be taught at a *concrete level, pictorial level or abstract level*
  - Ultimately providing students with the self-confidence they need to become successful mathematicians

Guided math is a proven instructional strategy that every math teacher needs in their toolkit.

**Science/NGSS:** Better World Conservatory of the Arts and Sciences will promote and cultivate curiosity through the encouragement and pursuit of questions that lead to higher understandings about the natural and the physical world. The Next Generation Science Standards will serve as the framework for the science instruction, which will be integrated into larger, thematic units.

Students will derive their scientific understandings of the world through the development of "*habits of mind*" in the form of data, relationships, patterns, suppositions, and implications. They will also routinize the scientific method as a disciplined approach to critically thinking about the world, such that students analyze a problem, develop questions, state a hypothesis, create an action plan or carry out an experiment, analyze the data, and reach conclusions or solutions for further inquiry and investigation through systematic and reasoned processes.

The Full Option Science System ("FOSS") learning modules created for California are utilized in grade levels 7th and 8th when needed for interdisciplinary projects. Delta Education has revised the FOSS kits to align with the Next Generation Science Standards. Since the FOSS NGSS kits align with many social studies, language arts, and mathematics standards, their use ensures that students are taught a curriculum that meets California expectations for science education. In addition, FOSS incorporates strategies for taking advantage of opportunities to exercise math skills and practice some language skills in the context of science.

The FOSS system supports our constructivist model as it is based on the idea that the best way for students to appreciate scientific enterprise, learn scientific concepts and develop the ability to think critically is to actively construct ideas through their own inquiry, investigation, and analysis. This mode of learning science creates students who are engaged with the scientific process of learning, which requires questioning, investigating, and analyzing.

In addition, the FOSS investigations are supported by science texts. Instead of beginning with text, FOSS science texts are intended to be read after initial investigations. A rich database of books for download and other supplementary materials, *FOSS Science Stories*, is available online for schools and school districts that use the FOSS system. Included in these materials are:

- Historical and biographical readings
- Fictional tales, myths, and stories about kids doing interesting things with science principles in an interesting context
- Expository reading to add detail and to extend the knowledge gained from direct experience
- Technical readings in which students follow instructions or technical explanations of scientific principle

- It further supports literacy through expository writing, final assessments and oral reports.

Better World Conservatory of the Arts and Sciences science curriculum is, at its core, inquiry-based. Students engage in science via exposure to real world concepts and cross-curricular themes, and regularly apply critical thinking skills and test new ideas and hypotheses through labs and experimentation. Specific content includes physical science, life science, and earth systems science. Students learn to explore the world around them through an inquiry-based approach. Across all grade levels, students ask questions, make observations and discoveries, gather data, analyze explanations, and communicate results and scientific arguments. The program is fully aligned to the Next Generation Science Standards.

With our constructivist approach to curriculum development and instructional strategies, the science curriculum and scientific thinking are woven effectively throughout the curriculum and integrated meaningfully with ELA, mathematics, and social studies curriculum.

Methods of all science courses include the tools of science (e.g., technology, hands-on materials) and support development of the reading, writing, analysis, and communication skills students need to become science-literate. Students tackle problems and challenges in science in varied ways (e.g., investigations, models), using critical thinking and problem solving to reach decisions grounded in knowledge and logic.

For example, the chart below lists the general progression of content skill development might look like in grades 7th and 8th:

Foss Next Generation Courses			
Grade	Physical Science	Earth Science	Life Science
6-8	Gravity and Kinetic Energy Waves	Planetary Science	Human Systems Interactions Heredity and Adaptation
	Chemical Interactions	Earth History	Populations and Ecosystems
	Electromagnetic Force Variables and Design	Weather and Water	Diversity of Life

BWCAS will also use Project Lead the Way (PLTW) Gateway for middle school students grades 7-8th and the High School PLTW in Engineering and Computer Science.

**(PLTW) Gateway for middle school students**

**Design and Modeling**

---

Students discover the design process and develop an understanding of the influence of creativity and innovation in their lives. They are then challenged and empowered to use and apply what they've learned throughout the unit to design a therapeutic toy for a child who has cerebral palsy.

### **Automation and Robotics**

Students learn about the history and impact of automation and robotics as they explore mechanical systems, energy transfer, machine automation, and computer control systems. Using the VEX Robotics® platform, students apply what they know to design and program traffic lights, robotic arms, and more.

### **App Creators**

This unit will expose students to computer science as a means of computationally analyzing and developing solutions to authentic problems through mobile app development, and will convey the positive impact of the application of computer science to other disciplines and to society.

### **Computer Science for Innovators and Makers**

Throughout the unit, students will learn about programming for the physical world by blending hardware design and software development, allowing students to discover computer science concepts and skills by creating personally relevant, tangible, and shareable projects.

### **Energy and the Environment**

Students are challenged to think big and toward the future as they explore sustainable solutions to our energy needs and investigate the impact of energy on our lives and the world. They use what they've learned to design and model alternative energy sources, as well as evaluate options for reducing energy consumption.

### **Flight and Space**

The exciting world of aerospace comes alive through Flight and Space. Students explore the science behind aeronautics and use their knowledge to design, build, and test an airfoil.

### **Science of Technology**

Science impacts the technology of yesterday, today, and the future. In this unit, students apply the concepts of physics, chemistry, and nanotechnology to activities and projects, including making ice cream, cleaning up an oil spill, and discovering the properties of nano-materials.

### **Magic of Electrons**

In this unit, students examine the behavior and parts of atoms as well as the impact of electricity on the world around them. They learn skills in basic circuitry design and use what they know to propose designs such as a burglar alarm for an art museum.

### **Green Architecture**

---

In this unit, students learn how to apply green concepts to the fields of architecture and construction. They explore dimensioning, measuring, and architectural sustainability and apply what they have learned to design affordable housing units using Autodesk's® 3D architectural design software.

### **Medical Detectives**

Students play the role of real-life medical detectives as they collect and analyze medical data to diagnose disease. They solve medical mysteries through hands-on projects and labs, measure and interpret vital signs, dissect a sheep brain, investigate disease outbreaks, and explore how a breakdown within the human body can lead to dysfunction.

## **High School PLTW Units**

### **Introduction to Engineering Design**

Students dig deep into the engineering design process, applying math, science, and engineering standards to hands-on projects like designing a new toy or improving an existing product.

### **Principles of Engineering**

Students explore a broad range of engineering topics including mechanisms, strength of structure and materials, and automation, and then they apply what they know to take on challenges like designing a self-powered car.

### **Aerospace Engineering**

Students explore the physics of flight and bring what they're learning to life through hands-on projects like designing a glider and creating a program for an autonomous space rover.

### **Civil Engineering and Architecture**

Students learn important aspects of building and site design and development, and then they apply what they know to design a commercial building.

### **Computer Integrated Manufacturing**

Students discover and explore manufacturing processes, product design, robotics, and automation, and then they apply what they have learned to design solutions for real-world manufacturing problems.

### **Computer Science Principles**

Using Python® as a primary tool, students develop computational-thinking skills and tackle challenges like designing apps to solve real-world problems for clients.

### **Digital Electronics**

Students explore the foundations of computing by engaging in circuit design processes to create combinational logic and sequential logic (memory) as electrical engineers do in industry.

### **Environmental Sustainability**

Students investigate and design solutions in response to real-world challenges related to clean and abundant drinking water, food supply, and renewable energy.

---

### **Engineering Design and Development**

Students identify a real-world challenge and then research, design, and test a solution, ultimately presenting their unique solutions to a panel of engineers.

### **Principles of Biomedical Science**

By engaging in activities like dissecting a sheep heart, students explore concepts of biology and medicine to determine factors that led to the death of a fictional person.

### **Human Body Systems**

Through projects such as determining the identity of a skeleton using both forensic anthropology and DNA analysis, students examine the interactions of human body systems and apply what they know to solve real-world medical cases.

### **Medical Interventions**

Students delve into activities like designing a prosthetic arm as they follow the life of a fictitious family and investigate how to prevent, diagnose, and treat disease.

### **Biomedical Innovation**

Students build on the knowledge and skills gained from previous courses to design their own innovative solutions for the most pressing health challenges of the 21st century.

### **Computer Science Essentials**

Students will experience the major topics, big ideas, and computational thinking practices used by computing professionals to solve problems and create value for others. This course will empower students to develop computational thinking skills while building confidence that prepares them to advance to Computer Science Principles and Computer Science A.

### **Computer Science Principles**

Using Python® as a primary tool, students explore and become inspired by career paths that utilize computing, discover tools that foster creativity and collaboration, and use what they've learned to tackle challenges like app development and simulation. *This course is endorsed by the College Board, giving students the opportunity to take the AP CSP exam for college credit.*

### **Computer Science A**

Students collaborate to create original solutions to problems of their own choosing by designing and implementing user interfaces and Web-based databases, as well as creating a game for their friends or an app to serve a real need in their community. This course is aligned to the AP CSA framework.

### **Cybersecurity**

Whether seeking a career in the growing field of cybersecurity or learning to defend their own personal data or a company's data, students in Cybersecurity

---

establish an ethical code of conduct while learning to defend data in today's complex cyberworld.

**Social Studies / History / “Her-story” / “Our-story”:** The social studies curriculum will be embedded and integrated into larger thematic units and push students to challenge predominant narratives and consider the value in understanding history through the exploration of multiple perspectives and underrepresented lived experiences. These inquiries will broaden the historical, political, philosophical, geographical, economic and sociological landscape beyond the prevailing narratives and support the development of more holistic conceptions of our social being.

Students will use the distinctions, systems, relationships, and perspectives [DSRP] framework for critically assessing human actions and influences in history. They will also conduct research, analyze primary texts, zoom into individual narratives and relate them back to macro-narratives, and synthesize the information into more cohesive stories of the past.

The social studies curriculum will be taught in tandem with reading and writing standards, mutually supporting content and skill mastery. Selected textbooks and primary texts (i.e. original documents, diaries, letters, speeches, biographies, and other artifacts), will support students' ability to think chronologically, identify evidence, assess points of view, critique historical interpretations, and make greater sense of the present. Such artifacts will also reveal to students the depth with which ideologies, fears, and dreams of our predecessors have influenced the trajectory of humanity.

Teachers use the “backwards design” method, beginning with identifying the state standards to be addressed, and determining which materials should be used. Curriculum planning maps will be revised on an on-going basis through teacher work groups and based on student assessment results.

The History/Social Studies curriculum at BWCAS is based on California content standards and aims to provide students with rigorous, inquiry-based, and experience-centered lessons and classes that allow students to acquire core knowledge in history and the social sciences. At all grade levels, students work to “*think like historians and social scientists*” so they recognize connections to the present and the past in order to reach a greater understanding of themselves and the world around them.

As mentioned earlier, social studies is integrated across the curriculum through a project-based approach. Addressing all content standards, students study and explore themes and concepts of history, economics, and the broader social sciences by engaging in life-based activities, re-enactments, field trips, and research projects. Strong emphasis is placed on the integration of reading and writing skills across the curriculum through the use of first source materials, emphasis on comprehension skills for nonfiction, and research strategies.

#### **Physical and Health Education:**

Students develop an understanding of the importance of health and nutrition through classroom instruction, selected special programs, collaborations with local health agencies, and assemblies Health instruction follows the California Health Framework and the California Healthy Youth Act which requires sexual health education in middle and



---

high school. Data from internal surveys and other sources will inform additional needed interventions.

Students will receive regular standards based physical education instruction with an emphasis on everyday activities and decisions that promote health for the mind, body, and heart. The Physical Education program will be designed to help students develop cardiovascular fitness and participate in movement activities that contribute to balance, coordination, agility, as well as learning about different sports and games. The PE program also promotes physical and emotional health through activities and instruction focused on building muscles, eating right, and mental alertness, as well as opportunities for teamwork, cooperation, and creativity through physical activity. Activities include dance, basketball, handball, soccer, running, yoga, cardio-vascular exercises, and other sports and games.

The state mandates at least 400 minutes every 10 school days of physical education in grades 7-8 and for all four years of high school.

**High School Graduation Requirements:** The state mandates that, to fulfill the requirement for high school graduation, students must take two years of physical education.

**Student Assessment Requirements:** BWCAS will assess in physical education in grades 7 and 9. Results are sent to the state as congregate data for the school and for the district. Students will also be notified verbally or in writing of their individual results. The state requires the use of a physical fitness test to measure performance of motor/movement skills and physical fitness levels.

**Fitness Testing:** The state requires school districts/schools to assess students' physical fitness levels using the FITNESSGRAM physical fitness test.

**Body Mass Index (BMI):** BWCAS will collect students' BMI or height and weight in grades 7 and 9. Results are sent to the state as congregate data for the school and may be shared publicly.

**Health Education:** AB 2601 requires sexual health education for students in grades 7<sup>th</sup> – 12<sup>th</sup>. BWCAS will provide students with comprehensive sexual health and HIV prevention education that meets the requirements of the California Healthy Youth Act. The goal of the course will be to promote understanding of sexuality as a normal part of human development. Required topics include healthy relationships, prevention of pregnancy and sexually transmitted infections, gender and sexual orientation, sexual assault and human trafficking, pregnancy, and local health resources. The law makes it clear that parents can opt their children out of comprehensive sex education.

The California State Board of Education (SBE) has scheduled a Health Instructional Materials Adoption for 2020. This adoption will consider publisher submissions for instructional materials programs designed for kindergarten through grade eight. Final SBE consideration of submitted programs will occur in November 2020. BWCAS will review instructional materials based on this adoption. Teachers at BWCAS will use the *2019 Health Education Curriculum Framework for California Public Schools, Kindergarten through Grade Twelve (Health Education Framework)* to develop lessons and to ensure the health requirement is met for all students in 7<sup>th</sup> – 12<sup>th</sup> grades. Positive Prevention Plus

---

curriculum will be used for 7-12 comprehensive sexual health education and HIV/AIDS prevention curriculum.

**Assessment:** At Better World Conservatory of the Arts and Sciences assessment plays a crucial role in evaluating the effectiveness of the teachers and instructional program. Multiple assessments will be used to monitor progress. Assessment is a critical tool for observing individual student progress, determining the efficacy of individual teachers, and evaluating the success of the program as a whole. Multiple assessments are used because no single assessment provides sufficient information on students' learning regarding all three outcomes.

BWCAS students are assessed through:

- All standardized and standards-based tests required for traditional public schools that are mandated in the California Education Code (i.e. Smarter Balanced Assessment Consortium assessment, ELPAC, California Assessment of Student Performance and Progress (CAASPP) System in grades seventh and eighth and once in high school (i.e., grade ten, eleven, or twelve), as well as the Physical Fitness Test).
- Norm-referenced development tests (e.g. Development Reading Assessment, etc.)
- Day-to-day assessments related to specific content or skills (running record for English Language Arts; Eureka Interims, Mid Module, and End of Module Assessments; math computation quizzes, unit tests);
- School-specific assessments (e.g. passion project rubrics, writing rubrics and Common Formative Assessments)
- Unit assessments (e.g. unit tests for math and English Language Arts, science, and social studies, etc.)

### **Intervention**

Better World Conservatory of the Arts and Sciences will deliver an instructional program that is designed with the understanding that not all students learn at the same time in the same way; and as teacher and other school personnel create Personalized Learning Plans for each student, all available data drives the teacher's response to the individual student's learning needs.

A focus on continuous improvement is extremely important for schools where many students come to school with academic skills that are below grade level. Reeves (2003) notes that frequent monitoring of student progress, coupled with providing students with multiple opportunities to improve performance are essential elements in effective schools that serve at-risk populations. BWCAS will implement a Response to Intervention (RTI) approach to support student learning and mastery of grade level standards. RTI is characterized by four key components: (a) evidence-based instruction, (b) student assessment with an instructional focus, (c) universal screening of academics and behavior, and (d) continuous progress monitoring of students (Smith & Okolo, 2010). Students who are struggling to achieve mastery will receive targeted assistance from instructional and support staff and will be provided with multiple opportunities to improve their performance and master content. Interventions vary widely depending on the needs of individual students and may include strategies like: one-on-one or small

---

group instruction in class, targeted pull-out support, tutoring/office hours, a referral to the SST process, assistance from the Counselor, help with organization and study skills, peer tutoring, and summer school. With BWCAS mastery-based grading model, students are given multiple chances to demonstrate mastery of standards, so not only are students motivated to work harder and try again, but also they are supported in doing so by the adults on campus.

The Response to Intervention Program is used in order to provide early, systematic, and appropriately intensive assistance to students who are at risk for or already underperforming as compared to appropriate grade level standards. The most important element of RtI is a tiered approach to progress monitoring in order to assess how students are doing and the effectiveness of the curriculum, as follows.

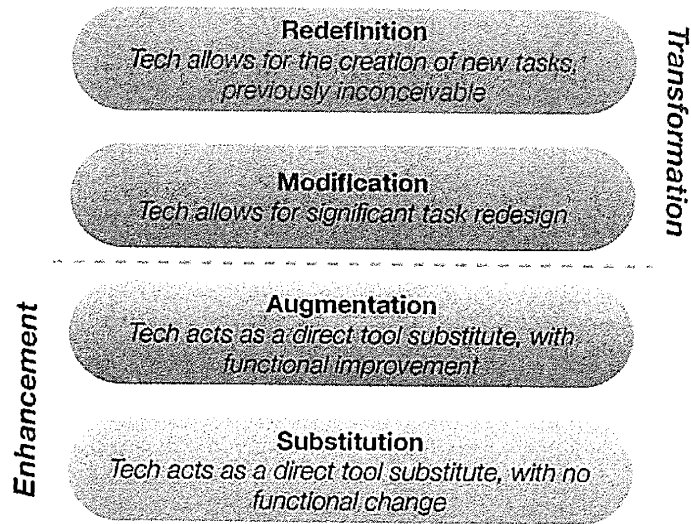
*Tier 1* is at the classroom instruction level, ensuring that teachers are differentiating the instruction in order to understand each student's strengths and weaknesses. This could mean individual assistance, small group review, and personalized courseware experiences.

*Tier 2* adds supplemental interventions that can happen in or outside of the regular classroom and occurs more frequently. Targeting instructional needs like this may often happen with a specialized teacher or instructional assistant.

*Tier 3* interventions are designed for students who require more intense, explicit and individualized instruction and have not shown sufficient response to Tier 1 and Tier 2 interventions. As expected, this type of intervention is intense and typically delivered for a minimum of two 30-minute sessions every week for nine to twelve weeks, with specialized materials and approaches.

All teachers at BWCAS will receive professional development on intervention strategies, especially those tailored to the specific needs of English Learners or students of underserved populations. The tiered approach to intervention moves quickly and must be efficient enough to give students the support they need and deserve just in time. If Tier 3 assistance is still unsuccessful, the teacher works with the Principal and site based Leadership Team to move forward with the SST process to determine next steps.

**Technology:** At Better World Conservatory of the Arts and Sciences, technology is used as a tool for research, communication, and creation. Each classroom will have computers or Chromebook and will have access to the internet. Students will use digital and virtual platforms to support their learning, sharing publications, designing models and presentations, providing one another with feedback in virtual classrooms, navigating online libraries and databases and practicing computer literacy. Recognizing that technology is a crucial part of being a 21st century citizen, BWCAS will ensure students will have access and training to use classroom Chromebook to support learning. Teachers will receive training to utilize the technology available to them, the goal being to move our educators and students from the foundational levels of technology usage to the transformative implementation of technology, as described by the SAMR model below:



<http://www.schrockguide.net/samr.html>

**Social and Emotional Learning (Non-Core):** BWCAS believes that Social and Emotional Learning (“SEL”) is integral to academic success. A number of tools have been blended together to create a SEL program that specifically develops skills in:

- Self-recognition and self-management of one’s emotions
  - An understanding of others including empathy and perspective-taking
  - Decision making, problem solving and resolving conflict
- Mindfulness is at the core of our SEL program. Through designated SEL sessions and in an environment dedicated to social and emotional intelligence, students are learning how to be happier and healthier, working and learning effectively.
- Some assessments such as the Devereux Student Strengths Assessment (“DESSA”) will be used in grades 7th and 8th to monitor student progress in this area.
- Teen Leadership (*LeadWorthy*) is another curriculum for grades 7 through 12 may be used to support student leadership development and social emotional well-being. Centered on the realization that the family structure of many of today’s students has changed, Teen Leadership is pioneering a path for the future of education. Providing a system of skills and techniques that enable teachers to speak to the emotional and psychological needs of students, Teen Leadership immediately establishes a safe and secure environment. Students are taught emotional intelligence and leadership skills through topics such as:
  - Principle--based decision--making
  - Choices have consequences
  - Public speaking
  - Personal responsibility
  - Goal- setting
  - Preparation for school- to- work transition
  - Importance of attitude
- They also learn critical skills that benefit them in social interactions, through topics such as:

- 
- Conflict resolution
  - Peer mediation
  - Healthy relationships
  - Resisting peer pressure

Not only do students perform at a higher level academically, they become better people socially. Teen Leadership is one step in the process of creating a high-performing school environment.<sup>11</sup>

**AVID (Advancement Via Individual Determination):** Avid is a six-year college preparatory program serving grades 7-12 at BWCAS for highly motivated students who are serious about their academic futures and wish to attend four-year universities upon high school graduation. AVID is a program designed to serve students “in the middle,” especially those who will be first generation college students. Candidates apply for the program in the spring to be considered for acceptance in the fall. Good candidates tend to have a 2.0-3.5 academic G.P.A. and CAASPP scores within the Standard Met or Standard Exceeded range.

**Field Trips:** Field trips will connect to state curriculum and give students the chance to visit museums, businesses, festivals, or organizations that build on the material they study in school. Guest speakers, especially experts in fields relating to STEAM and grade-level curriculum, bring adult world knowledge and relevance into the classroom. Through these experiences, students are exposed to ideas and opportunities beyond our campus.

**Visual and Performing Arts:** Better World Conservatory of the Arts and Sciences aims to cultivate humanity through the exercise of humanity, including the creative elements of our nature. Thematic units will include the California State Standards for Visual and Performing Arts (dance, music, theater, visual arts). Students will demonstrate their continued mastery of artistic skills and concepts as they relate to the thematic units that use art not only as a culminating activity, but also as a means to access deeper conceptual understand of core content.

Dance, music, theatre, and the visual arts have endured in all cultures throughout the ages as a universal basic language. The arts convey knowledge and meaning not learned through the study of other subjects. Study in and through the arts employs a form of think-ing and a way of knowing based on human judgment, invention, and imagination. Arts education offers students the opportunity to envision, set goals, determine a method to reach a goal and try it out, identify alternatives, evaluate, revise, solve problems, imagine, work collaboratively, and apply self-discipline. As they study and create in the arts, students use the potential of the human mind to its full and unique capacity. The visual and performing arts are a vital part of a well-rounded educational program for all students<sup>12</sup>.

### **World Languages** Developing Global Competency

BWCAS will offer instruction in one or more world languages as determined by stakeholder feedback and student interest. BWCAS believes that learning a foreign

---

<sup>11</sup> [http://www.flippergroup.com/pdf/funding/Teen\\_Leadership\\_Process\\_Summary.pdf](http://www.flippergroup.com/pdf/funding/Teen_Leadership_Process_Summary.pdf)

<sup>12</sup> Visual and Performing Arts Content Standards for California Public Schools, 2001 by the California Department of Education

---

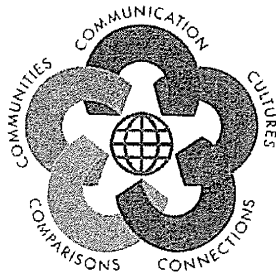
language is an essential element of a well-rounded education that prepares students for college and career.

To succeed in the twenty-first century, today's students need to develop academic knowledge, proficiency in English, and linguistic and cultural literacy in several of the world's languages and cultures. The ability to communicate in culturally appropriate ways in a variety of settings will ensure success in a technologically driven global economy and increase intercultural understanding and the benefits derived from collaborative international efforts. Success in an interconnected world depends on students' effective use of language and cross-cultural communication skills.<sup>13</sup>

Students at BWCAS will have an opportunity to select one of four offered languages; French, Spanish, Chinese, or German (as determined by stakeholder feedback and student interest). Language learning begins in 7th grade through 12th grade. The language course will include both fiction and non-fiction texts and will focus on developing comprehension, reading, speaking and writing. The rate of progress in terms of proficiency levels will be based on student's individual progress. All language courses will follow the World-Readiness Standards for learning languages. The World-Readiness Standards for Learning Languages clarify and better illustrate each goal area and standard in order to guide implementation and influence assessment, curriculum, and instruction.

BWCAS will offer language courses that meet the following goals:

- **COMMUNICATION:** Communicate effectively in more than one language in order to function in a variety of situations and for multiple purposes
- **CULTURES:** Interact with cultural competence and understanding
- **CONNECTIONS:** Connect with other disciplines and acquire information and diverse perspectives in order to use the language to function in academic and career-related situations
- **COMPARISONS:** Develop insight into the nature of language and culture in order to interact with cultural competence
- **COMMUNITIES:** Communicate and interact with cultural competence in order to participate in multilingual communities at home and around the world



The National Standards for Learning Languages have been revised based on what language educators have learned from more than 15 years of implementing the Standards. The guiding principle was to clarify what language learners would do to demonstrate

---

<sup>13</sup> *World Language Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2010* by the California Department of Education

---

progress on each Standard. These revised Standards include language to reflect the current educational landscape, including:

- Common Core State Standards
- College and Career Readiness
- 21st century skills

### Guiding Principles of the Arts Content Standards

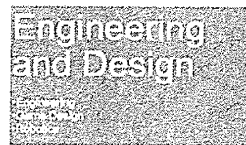
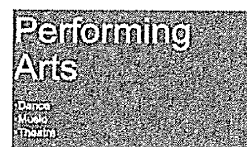
Essential guiding principles for arts education programs are contained in the *Visual and Performing Arts Framework for California Public Schools, Grade Six Through Grade Twelve*, and are reflected throughout the arts content standards. First, the arts are core subjects, each containing a distinct body of knowledge and skills. Academic rigor is a basic characteristic of a comprehensive education in the arts, including the following:

- Learning through active practice, rehearsal, and creation or performance of works in the arts
- Reading about the arts and artists
- Researching, writing, and communicating about the arts
- Reflecting on the arts in thoughtful essay or journal writing on one's observations, feelings, and ideas about the arts
- Participating in arts criticism on the basis of observation, knowledge, and criteria

Another important goal of the standards is to help students make connections between concepts in all of the arts and across subject areas. The fifth strand in these standards requires the student to connect and apply what is learned in the arts to other art forms and subject areas and to careers.

Better World Conservatory of the Arts and Sciences is committed to providing students with specific conservatories. Students will have the opportunity to select a talent based on their strength and motivation and participate in one of three conservatories offered. The conservatories include:

### Better World Conservatories



Students in the Visual Arts Conservatory will have an opportunity to take courses such as painting, photography, and sculpture among other visual arts courses. Students in the Performing Art Conservatory will be engaged in dance, music, and theater arts. The third pathway is the Engineering and Design Conservatory that will allow students the opportunity to participate in engineering, game design, and robotics. All conservatories will be based on the standards listed below.

Conservatory	Focus/Anchor Standards
<p><b>PERFORMING ARTS</b></p> <p>Dance</p>	<p><b>1.0 ARTISTIC PERCEPTION</b>  <b>Processing, Analyzing, and Responding to Sensory Information Through the Language and Skills Unique to Dance</b>  Students perceive and respond, using the elements of dance. They demonstrate movement skills, process sensory information, and describe movement, using the vocabulary of dance.</p> <p><b>2.0 CREATIVE EXPRESSION</b>  <b>Creating, Performing, and Participating in Dance</b>  Students apply choreographic principles, processes, and skills to create and communicate meaning through the improvisation, composition, and performance of dance.</p> <p><b>3.0 HISTORICAL AND CULTURAL CONTEXT</b>  <b>Understanding the Historical Contributions and Cultural Dimensions of Dance</b>  Students analyze the function and development of dance in past and present cultures throughout the world, noting human diversity as it relates to dance and dancers.</p> <p><b>4.0 AESTHETIC VALUING</b>  <b>Responding to, Analyzing, and Making Judgments About Works of Dance</b>  Students critically assess and derive meaning from works of dance, performance of dancers, and original works based on the elements of dance and aesthetic qualities.</p> <p><b>5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS</b>  <b>Connecting and Applying What Is Learned in Dance to Learning in Other Art Forms and Subject Areas and to Careers</b>  Students apply what they learn in dance to learning across subject areas. They develop competencies and creative skills in problem solving, communication, and management of time and resources that contribute to lifelong learning and career skills. They also learn about careers in and related to dance.</p>
<p><b>PERFORMING ARTS</b></p> <p>Theatre</p>	<p><b>1.0 ARTISTIC PERCEPTION</b>  <b>Processing, Analyzing, and Responding to Sensory Information Through the Language and Skills Unique to Theatre</b>  Students observe their environment and respond, using the elements of theatre. They also observe formal and informal works of theatre, film/video, and electronic media and respond, using the vocabulary of theatre.</p> <p><b>2.0 CREATIVE EXPRESSION</b>  <b>Creating, Performing, and Participating in Theatre</b>  Students apply processes and skills in acting, directing, designing, and scriptwriting to create formal and informal theatre, film/videos, and electronic media productions and to perform in them.</p> <p><b>3.0 HISTORICAL AND CULTURAL CONTEXT</b>  <b>Understanding the Historical Contributions and Cultural Dimensions of Theatre</b>  Students analyze the role and development of theatre, film/video, and electronic media in past and present cultures throughout the world, noting diversity as it relates to theatre.</p> <p><b>4.0 AESTHETIC VALUING</b>  <b>Responding to, Analyzing, and Critiquing Theatrical Experiences</b>  Students critique and derive meaning from works of theatre, film/video, electronic</p>



	<p>media, and theatrical artists on the basis of aesthetic qualities.</p> <p><b>5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS</b>  <b>Connecting and Applying What Is Learned in Theatre, Film/Video, and Electronic Media to Other Art Forms and Subject Areas and to Careers</b>  Students apply what they learn in theatre, film/video, and electronic media across subject areas. They develop competencies and creative skills in problem solving, communication, and time management that contribute to lifelong learning and career skills. They also learn about careers in and related to theatre.</p> <p><b>1.0 ARTISTIC PERCEPTION</b>  <b>Processing, Analyzing, and Responding to Sensory Information Through the Language and Skills Unique to the Visual Arts</b>  Students perceive and respond to works of art, objects in nature, events, and the environment. They also use the vocabulary of the visual arts to express their observations.</p> <p><b>2.0 CREATIVE EXPRESSION</b>  <b>Creating, Performing, and Participating in the Visual Arts</b>  Students apply artistic processes and skills, using a variety of media to communicate meaning and intent in original works of art.</p> <p><b>3.0 HISTORICAL AND CULTURAL CONTEXT</b>  <b>Understanding the Historical Contributions and Cultural Dimensions of the Visual Arts</b>  Students analyze the role and development of the visual arts in past and present cultures throughout the world, noting human diversity as it relates to the visual arts and artists.</p> <p><b>4.0 AESTHETIC VALUING</b>  <b>Responding to, Analyzing, and Making Judgments About Works in the Visual Arts</b>  Students analyze, assess, and derive meaning from works of art, including their own, according to the elements of art, the principles of design, and aesthetic qualities.</p>
<p><b>PERFORMING ARTS</b></p> <p>Voice/Music</p>	<p><b>1.0 ARTISTIC PERCEPTION</b>  <b>Processing, Analyzing, and Responding to Sensory Information Through the Language and Skills Unique to Music.</b>  Students read, notate, listen to, analyze, and describe music and other aural information, using the terminology of music.</p> <p><b>2.0 CREATIVE EXPRESSION</b>  <b>Creating, Performing, and Participating in Music</b>  Students apply vocal and instrumental musical skills in performing a varied repertoire of music. They compose and arrange music and improvise melodies, variations, and accompaniments, using digital/electronic technology when appropriate.</p> <p><b>3.0 HISTORICAL AND CULTURAL CONTEXT</b>  <b>Understanding the Historical Contributions and Cultural Dimensions of Music</b>  Students analyze the role of music in past and present cultures throughout the world, noting cultural diversity as it relates to music, musicians, and composers.</p> <p><b>4.0 AESTHETIC VALUING</b>  <b>Responding to, Analyzing, and Making Judgments About Works of Music</b>  Students critically assess and derive meaning from works of music and the performance</p>

	<p>of musicians according to the elements of music, aesthetic qualities, and human responses.</p> <p><b>5.0 CONNECTIONS, RELATIONSHIPS, APPLICATIONS</b>  <b>Connecting and Applying What Is Learned in Music to Learning</b>  Students will in Other Art Forms and Subject Areas and to Careers  Students apply what they learn in music across subject areas. They develop competencies and creative skills in problem solving, communication, and management of time and resources that contribute to lifelong learning and career skills. They learn about careers in and related to music.</p>
<p><b>VISUAL ARTS</b></p>	<p><b>1.0 ARTISTIC PERCEPTION</b>  <b>Processing, Analyzing, and Responding to Sensory Information Through the Language and Skills Unique to the Visual Arts</b>  Students perceive and respond to works of art, objects in nature, events, and the environment. They also use the vocabulary of the visual arts to express their observations.</p> <p><b>2.0 CREATIVE EXPRESSION</b>  <b>Creating, Performing, and Participating in the Visual Arts</b>  Students apply artistic processes and skills, using a variety of media to communicate meaning and intent in original works of art.</p> <p><b>3.0 HISTORICAL AND CULTURAL CONTEXT</b>  <b>Understanding the Historical Contributions and Cultural Dimensions of the Visual Arts</b>  Students analyze the role and development of the visual arts in past and present cultures throughout the world, noting human diversity as it relates to the visual arts and artists.</p> <p><b>4.0 AESTHETIC VALUING</b>  <b>Responding to, Analyzing, and Making Judgments About Works in the Visual Arts</b>  Students analyze, assess, and derive meaning from works of art, including their own, according to the elements of art, the principles of design, and aesthetic qualities.</p>
<p><b>Engineering and Design</b></p> <p><b>Robotics and Engineering</b></p>	<p>By the time these students leave high school, they can “undertake more complex engineering design projects related to major global, national, or local issues” (NRC,2012, p. 71). The core idea of engineering design includes three component ideas:</p> <ul style="list-style-type: none"> <li>A. Defining and delimiting engineering problems involves stating the problem to be solved as clearly as possible in terms of criteria for success, and constraints or limits.</li> <li>B. Designing solutions to engineering problems begins with generating a number of different possible solutions, then evaluating potential solutions to see which ones best meet the criteria and constraints of the problem.</li> <li>C. Optimizing the design solution involves a process in which solutions are systematically tested and refined and the final design is improved by trading off less important features for those that are more important.</li> </ul> <p>It is important to point out that these component ideas do not always follow in order, any more than do the “steps” of scientific inquiry. At any stage, a problem-solver can redefine the problem or generate new solutions to replace an idea that just isn’t working out.</p>

<b>Game Design and Integration</b>	Under the suggested pathway, students would learn about “current trends and the historical significance” of electronic and non-electronic games. They would move on to programming concepts, studying the use of game art and multimedia, including music, sound, art, and animation, and end up with an understanding of “fundamentals of business and marketing,” including concepts such as entrepreneurship, global marketing, and localization.
------------------------------------	--

**COURSE OFFERINGS**

While the exact course list will not be finalized until the principal is in place, the table below shows course offerings for the 7-12th grades.

**Proposed Better World Conservatory of the Arts and Sciences | 7-8<sup>th</sup> Grade School Courses**

Subject Area	7th Grade		8th Grade	
	1st Sem	2nd Sem	1st Sem	2nd Sem
English Language Arts	English Language Arts 7A	English Language Arts 7B	English Language Arts 8A	English Language Arts 8B
English Language Development –	Full Inclusion for ALL EL students	Full Inclusion for ALL EL students	Full Inclusion for ALL EL students	Full Inclusion for ALL EL students
History – Social Science	World History: Medieval Times A	World History: Medieval Times B	United States History 8A	United States History 8B
Mathematics	Math 7A	Math 7B	Math 8A	Math 8B
Science	Life Science 7A	Life Science 7B	Physical Science 8A	Physical Science 8B
World Language (Spanish, German, Chinese, French)	World Language A	World Language B	World Language A	World Language B
Health and Physical Education	Physical Education 7A	Physical Education 7B	Physical Education 8A	Physical Education 8B
Resource Support	RSP Lab 7A	RSP Lab 7B	RSP Lab 8A	RSP Lab 8B
<b>Electives Conservatory Based on student interest and acceptance</b>				

---

## 7-8<sup>TH</sup> Grade Course Offering Descriptions

### HISTORY/SOCIAL SCIENCE

#### **WORLD HISTORY: MEDIEVAL TIMES A/B (YEAR) 7th GRADE**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** This standard aligned course explores world history and geography from the Fall of Rome through the Age of Enlightenment. The course investigates the social, cultural, and technological changes during this period. This course briefly reviews the role of archaeologists and historians in uncovering the past. It goes on to examine Islam as a religion and as a civilization. The course examines the spread of Islam through Africa, the rise of the Mayan, Incan, and Aztec civilizations; the civilizations of China and Japan; Europe during the High Middle Ages; the turbulent ages of the Renaissance, Reformation, and Scientific Revolution. This course seeks to enhance understanding of the interconnection of past events, people, and ideas to events and issues of importance in the world today.

#### **UNITED STATES HISTORY 8A/8B (YEAR) 8th GRADE**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** The grade eight standards aligned course examines United States history and geography concentrating on the growth of the United States during the period of colonization through the Age of Industrialization. The course begins with an intensive investigation and review of the major ideas, issues, and events preceding the founding of the nation. The course then concentrates on the shaping of the Constitution and the nature of the government that it created. The development of unique regions in the West, Northeast, and the South and the causes and consequences of the Civil War, is covered in depth. The course studies the movement of people into and within the United States; the experiences of diverse groups (women, racial, religious, ethnic, and economic classes) and their contributions to the evolving American identity. The course also connects historical issues to current affairs in order to develop a greater understanding of the basic institutions and policies of the nation.

### ENGLISH

#### **ENGLISH LANGUAGE ARTS 7A/7B (YEAR) 7th GRADE**

**Credential Requirement:** Single Subject in English or English Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** The goal of the Grade 7 standards aligned English Language Arts course is to build in each student, by the time they complete middle school, the stamina and strategies for reading independently and deeply across the range, quality, and complexity of texts included in the curricula. To do so, the Grade 7 English Language Arts course provides ample time for independent reading of texts of their choice while helping them to develop a repertoire of strategies for understanding rich and complex literature as well as informational texts required for college and career readiness.

#### **ENGLISH LANGUAGE ARTS HONORS 7A/7B (YEAR) – 7th GRADE**

---

**Credential Requirement:** Single Subject in English or English Authorization or teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** This course is for 7th graders who have demonstrated distinguished abilities in the various components of English. In addition to more rigorous pacing, students will be expected to complete additional projects and presentations. The Honors Language Arts student will be expected to attain the benchmarks of the previously listed Language Arts standards as well demonstrate advanced reading and communication skills. It is expected that the student will learn at an accelerated pace, read extensively, use expanded vocabulary, interpret varied genres of literature and understand complex concepts.

#### **ENGLISH 8A/8B (YEAR) 8th GRADE**

**Credential Requirement:** Single Subject in English or English Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** The goal of the Grade 8 English course in ELA is to build in each student, by the time they complete middle school and transition into secondary school, the stamina and strategies for reading independently and deeply across the range, quality, and complexity of texts included in the curricula. To do so, the Grade 8 English course provides ample time for independent reading of texts of their choice while helping them to develop a repertoire of strategies for understanding rich and complex literature as well as informational texts required for college and career readiness.

#### **ENGLISH 8 HONORS A/B (YEAR) 8th GRADE**

**Credential Requirement:** Single Subject in English or English Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** This course is for 8th graders who are meeting or exceeding grade level Lexile level expectations and who benefit from an accelerated pace and more challenging content. In addition to covering all the skills and content that the English 8 course covers, students will engage in activities with accelerated rigor such as reading texts at higher Lexile levels, completing writing assignments with more cognitively challenging prompts, and participating in more student-led discussions such as Socratic Seminars. Students will combine the Common-Core aligned curriculum with extension activities designed to make the curriculum more relevant to their daily lives and future college goals. Students will additionally be prepared for success on a college-bound path by gaining technological literacy through the use of technology to both learn content and produce work commensurate with the demands of a 21st century education. The Honors Language Arts student will be expected to attain the benchmarks of the previously listed Language Arts standards as well as demonstrate advanced reading and communication skills. It is expected that the student will learn at an accelerated pace, read extensively, use expanded vocabulary, interpret varied genres of literature and understand complex concepts.

### **MATH**

#### **CC MATH 7A/7B (YEAR) 7th GRADE**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code

---

Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** This course will focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

### **HONORS MATH 7A/7B (YEAR) 7th GRADE**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** This course will focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples. Students enrolled in the honor course will be expected to move through the regular 7 grade math curriculum at an accelerated pace requiring higher level thinking skills, utilizing a self-discovery process, and holding higher expectations at all levels.

### **CC MATH 7A1/7A2, MATH 7B1/7B2 (YEAR) 7th GRADE**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** Math 7 is broken into two courses that are intended to be used for double blocking math for students needing more math instruction at a slower rate. Math 7 A-1 & A-2 will be scheduled for the fall and B-1 & B-2 for the spring. This course will focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

### **CC MATH 8A/8B (YEAR) 8th GRADE**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** This is a course designed to meet the needs of 8th grade students under the Common Core State Standards in Mathematics. This course will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships;

---

(3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

**CC MATH 8 A1/A2, MATH 8 B1/B2 (YEAR) 8th GRADE**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** Math 8 is broken into two courses that are intended to be used for double blocking math for students needing more math instruction at a slower rate. Common Core Math 8 A-1 & A-2 will be scheduled for the fall and B-1 & B-2 for the spring. This is a course designed to meet the needs of 8th grade students under the Common Core State Standards Mathematics. This course will focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

**INTEGRATED MATH 1A/1B (YEAR) 8th GRADE**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** Integrated Math 1 is the first of a sequence of three courses from Integrated Math 1, 2, and 3. The first half of the course focuses on functions, algebra, and the number system. It uses functions as models of real situations and spends most of the time on linear functions, linear equations, and linear inequalities. The second half of the course is focused on Geometry: defining and constructing geometric constructs, using rigid motions to develop proofs of congruence and other geometric properties, and using geometric shapes to model natural objects. The second half also includes Statistics: students summarize, represent, and interpret various types of data.

**SCIENCE**

**LIFE SCIENCE 7A/7B (YEAR) 7th GRADE**

**Credential Requirement:** Single Subject in Biological Science, or Biological Science Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** The major purpose of this course is to provide all students with science concepts that build upon the students' K-6 experience. Emphasis will be placed on Investigation and Experimentation and the Science Standards which will prepare students to lead successful and productive lives and prepare them for future science courses. The middle school teacher uses a balanced (inquiry/text) approach and establishes connections between Earth/Space Science, Physical Science, Life Science, with a focus on Life Science.

**PHYSICAL SCIENCE 8A/8B (YEAR) 8th GRADE**

**Credential Requirement:** Single Subject in Biological Science, Chemistry, Geosciences, or Physics, or Authorization in Biological Science, Chemistry, Geosciences, or Physics or a multiple

---

subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized. Core classes consist of teaching two or more subjects to the same group of students.

**Description:** The Physical Science Standards stress an in depth understanding of the nature and structure of matter and the characteristic of energy. The standards place considerable emphasis on the technological application of Physical Science Principles. Major areas covered by the standards include the organization and use of the periodic table; physical and chemical changes; nuclear reactions; temperature and heat; sound; light; electricity and magnetism; and work, force, and motion. The Physical Science standards continue to build on skills of systematic investigation with a clear focus on variables and repeated trials. Student will plan and conduct research involving both classroom experimentation and literature reviews from written and electronic resources.

## **VISUAL AND PERFORMING ARTS**

### **ART A/B (YEAR) 7/8th GRADE**

**Credential Requirement:** Single Subject in Art or Art Authorization

**Description:** The purpose of this course is to provide a balanced visual arts program, which guides students to achieve the standards in the visual arts. In General Art, students expand their knowledge of the visual arts while making meaningful connections between the arts and their own experiences through a series of instructional units that combine observing and creating in arts media; reading, writing and speaking about, and reflecting upon the arts. Arts activities focus on applying knowledge of the elements and principle of art to units on drawing, painting, lettering, perspective, sculpture, and the world crafts.

### **ART AND LITERACY (SEMESTER) 7/8th GRADE**

**Credential Requirement:** Single Subject in English or English Authorization

**Description:** Students will build reading comprehension, engage in high-level writing activities, and expand their vocabulary and content knowledge in history/social science, through exposure to art history. Students will apply their learning to art projects. The course will be based on project-based learning and will integrate technology and critical thinking.

### **FILM STUDIES A/B (YEAR) 8th GRADE**

**Credential Requirement:** Single Subject in English or English Authorization

**Description:** This eighth grade elective course was founded on 8th grade ELA standards that use films and documentaries to build critical thinking and analytical skills for both written and oral presentations. The course follows the ELA instructional pacing for writing standards and shadows the 8th grade ELA class. It uses relevant topics and themes to delve deeper into application of the writing standards.

### **DRAMA A/B (YEAR) 7th/8th GRADE**

**Credential Requirement:** Single Subject in English or English Authorization

**Description:** Students observe their environment and respond, using the elements of theatre. They also observe formal and informal works of theatre, film/video, and electronic media and respond, using the vocabulary of theatre. Additionally, students apply processes and skills in acting, directing, designing, and scriptwriting to create formal and informal theatre, film/videos, electronic media productions and live performances.

### **MUSICAL THEATER A/B (YEAR) 7th/8th GRADE**

**Credential Requirement:** Single Subject in English or English Authorization



---

**Description:** The Musical Theatre course offers comprehensive training in musical theatre, voice and acting technique to talented students with aspirations of careers on stage, in film and television, and in the recording arts. Students in this course are provided a well-balanced musical theatre education, with classes provided in a variety of styles, including acting technique, vocal technique, vocal performance, audition technique, musical theatre history, keyboard, music theory, musicianship, pop vocal, stage movement and combat, and stage make-up.

**VOICE / MUSIC A/B (YEAR) 7th/8th GRADE**

**Credential Requirement:** Single Subject in English or English Authorization

**Description:** The student will develop the technical skills required for artistic expression in voice and music. It is essential that an understanding of all genres and styles be cultivated during the student's course of study. Technical studies include, but are not limited to: supportive body alignment; efficient breathing; consistency and ease of resonance and registration; song interpretation, translation, and pronunciation; stage presence.

**INTRO TO DANCE A/B (YEAR) 7th, 8th GRADE**

**Credential Requirement:** Single Subject in Physical Education or Physical Education Authorization

**Description:** This class will introduce students to the basic vocabulary and style of dance movement. Dance is about personal style and expression. This high energy class can be taught to anyone with a passion to move, so no dance experience is required.

**ADVANCE DANCE A/B (YEAR) 7th, 8th GRADE**

**Credential Requirement:** Single Subject in Physical Education or Physical Education Authorization

**Description:** This course offers students the opportunity to receive excellent technical instruction in a variety of dance styles. The curriculum is designed to provide training in any major dance form the students would need to succeed in the commercial field of dance, including ballet, modern, jazz, tap, hip-hop, lyrical, dance conditioning, dance history, choreography and professional development. Students are exposed and taught the technical skills and commitment necessary for a professional career in dance or dance-related fields.

**LANGUAGE ARTS IN THEATER A/B 7th, 8th GRADE**

**Credential Requirement:** Single Subject in English or English Authorization

**Description:** This class will provide a comprehensive look at the history and methodology of acting and story-telling. The Language Arts in Theater program will supplement and support the Language Arts standards in correlation with the Drama and Theater standards. Students will have opportunities to develop proficiency through vocabulary, comprehension, and oral and written language. The course will utilize a variety of literacy genres, and incorporate project-based learning to prepare students for the common core standards and assessment.

**AUTOMATION AND ROBOTICS A/B 7th, 8th GRADE**

**Credential Requirement:** Designated Subjects CTE Teaching Credential or Single Subject in English or English Authorization

**Description:** Students learn about the history and impact of automation and robotics as they explore mechanical systems, energy transfer, machine automation, and computer control systems through PLTW. Using the VEX Robotics® platform, students apply what they know to design and program traffic lights, robotic arms, and more.

**GAME DESIGN AND INTEGRATION A/B 7th, 8th GRADE**

---

**Credential Requirement:** Designated Subjects CTE Teaching Credential

**Description:** Students would learn about “current trends and the historical significance” of electronic and non-electronic games. They would move on to programming concepts, studying the use of game art and multimedia, including music, sound, art, and animation, and end up with an understanding of “fundamentals of business and marketing,” including concepts such as entrepreneurship, global marketing, and localization.

## PHYSICAL EDUCATION

### PHYSICAL EDUCATION 7A/7B (YEAR) 7th GRADE

**Credential Requirement:** Single Subject in Physical Education or Physical Education Authorization

**Description:** Students will participate on a daily basis in activities aimed at improving their cardiovascular fitness, upper body strength, abdominal strength, and flexibility.

### PHYSICAL EDUCATION 8A/8B (YEAR) 8th GRADE

**Credential Requirement:** Single Subject in Physical Education or Physical Education Authorization

**Description:** Students will participate on a daily basis in activities aimed at improving their cardiovascular fitness, upper body strength, abdominal strength, and flexibility.

### PHYSICAL EDUCATION 7-8A/7-8B (YEAR) 7/8th GRADE

**Credential Requirement:** Single Subject in Physical Education or Physical Education Authorization

**Description:** Students will participate on a daily basis in activities aimed at improving their cardiovascular fitness, upper body strength, abdominal strength, and flexibility.

## WORLD LANGUAGES

### SPANISH OR FRENCH OR CHINESE OR GERMAN

**Credential Requirement:** Single Subject in World Languages or Authorization

## GENERAL ELECTIVES

### CREATIVE WRITING A/B (YEAR) – 7th GRADE

**Credential Requirement:** Single Subject in English or English Authorization

**Description:** Creative writing will supplement the core ELA class by creating additional opportunities to apply standards based writing and language conventions. Additionally, this course will incorporate the reading standards through textual analysis to determine/ appreciate author's purpose, genre classification, aesthetics of authors' stylistic devices, etc. Students will demonstrate mastery of aforementioned literary elements by identifying them in the works of others and incorporating them into their own writing. Students will engage in the entire composition process, from brainstorming to writing to editing/ revising to publishing. Reading/ writing genres include autobiographical narrative, short story, myths, fables, folktales, sci-fi, graphic novels, poetry, and drama.

### DIGITAL MEDIA (YEAR) 7th, 8th GRADE

**Credential Requirement:** Single Subject in Industrial and Technology Education or Industrial and Technology Education Authorization

**Description:** This course combines journalism with film design. In this course, students will brainstorm, develop, write, film, and edit a short program based on Middle School news. Students

---

will be taught appropriate interviewing and news writing skills, film recording and editing techniques, and the process of a news broadcast. The completed news programs will be shown as part of Middle School announcements.

**FACING HISTORY & OURSELVES (YEAR) 7th GRADE**

*Credential Requirement:* Single Subject in Social Science or Social Science Authorization

*Description:* Facing History and Ourselves' purpose is to engage students of diverse backgrounds in an examination of racism, prejudice, and anti-Semitism in order to promote the development of a more humane and informed citizenry. By studying the historical development of the Holocaust and other examples of social injustice, students make the essential connection between history and the moral choices they confront in their own lives. This class will utilize current events, historical events, and the students' own prior knowledge to help them evaluate human interactions. Students will expand their current moral code and ethics to develop in to socially conscious and active participants of society. Participation in this class will develop a sense of global citizenship, independent thought, and the value of analytical skills.

**INTRODUCTION TO JOURNALISM A/B (YEAR) 7th GRADE**

*Credential Requirement:* Single Subject in English or English Authorization

*Description:* The purpose of this course is to offer introductory training in writing news stories, feature articles, and editorials. Students will develop skills in basic interviewing techniques, collecting research, selecting appropriate evidence and support, and organizing material from other sources.

**JUSTICE SYSTEM AND U.S. GOVERNMENT A/B (YEAR) 8th GRADE**

*Credential Requirement:* Single Subject in Social Science or Social Science Authorization

*Description:* The purpose of this course is to allow students with an interest in the study of law to develop a deeper understanding of the Judicial Branch and how the U.S. Government functions. Students will formulate questions about and defend their analyses of tensions within our constitutional democracy and the importance of maintaining a balance between the following concepts: majority rule and individual rights; liberty and equality; state and national authority in a federal system; civil disobedience and the rule of law; freedom of the press and the right to a fair trial; the relationship of religion and government

**LITERACY & WRITING SUPPORT 7A/7B (YEAR) 7th GRADE**

*Credential Requirement:* Single Subject in English or English Authorization

*Description:* This course will provide supplemental resources for all seventh grade students in order to strengthen the writing skills (with a strong emphasis in grammar mechanics) in English Language Arts, which will subsequently compliment the efforts of the math, science and history instructors.

**MATH AND LITERACY MEDIA SUPPORT 7A/7B (YEAR) 7th GRADE**

*Credential Requirement:* Single Subject in English or English Authorization

*Description:* This elective course supports the Math and English core curriculum. The course integrates technology as a means to help 7th grade students develop math concepts, writing skills, reading comprehension, and enhance their knowledge of technology. The course is designed to enhance the core curriculum while integrating the technology that helps increase the literacy (Lexile) level of our students, continue to increase math concept skills, and introduce and hone computer skills for research.

**MATH AND LITERACY MEDIA SUPPORT 8A/8B (YEAR) 8th GRADE**

*Credential Requirement:* Single Subject in English or English Authorization

---

**Description:** This course will provide supplemental educational resources for all eighth grade students in order to strengthen the students' ELA anchor strategy skills and math practice standard skills, which will subsequently compliment the efforts of the math, science and history instructors. Course will also support growth in student Lexile levels, grade-level vocabulary development, and production of clear analytical/informative writing.

**MATH, SCIENCE, AND TECHNOLOGY STEM A/B (YEAR) 7th/8th GRADE**

**Credential Requirement:** Single Subject in English or English Authorization or Designated Subjects CTE Teaching Credential

**Description:** This course provides students with highly interactive, hands-on, group activities built around concepts in science, technology, engineering, and math (STEM). Using an interdisciplinary approach, students will explore nanotechnology, genetics, sound and music, energy and the environment, game design, aerodynamics and gravity, and space and the solar system. Each activity is designed to emphasize collaborative learning, critical and analytical thinking, problem solving, creativity, and effective experimental design. Through Project-Based Learning activities, students will grow in confidence and creativity while gaining critical 21st century skills. In addition, students will have the opportunity to explore careers in STEM and participate in real-world problem solving and structured inquiry.

**MIDDLE SCHOOL SUCCESS 7A/7B (YEAR) 7th GRADE**

**Credential Requirement:** Multiple Subject or single subject credential

**Description:** This is an academic elective course. The purpose of this intervention course is to advance students' current academic level and to prepare students for the common core standards and assessments. The course provides enrichment for high priority math and language arts standards. Additionally, students will gain study and note taking skills.

**MIDDLE SCHOOL SUCCESS 8A/8B (YEAR) 8th GRADE**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization or a multiple subject credential if they teach core classes to students in grades five through eight pursuant to Education Code Section 44258.1 and be EL authorized.

**Description:** This is an academic elective course. The purpose of this intervention course is to advance students' current academic level and to prepare students for the common core standards and assessments. The course provides enrichment for high priority math and language arts standards. Additionally, students will gain study and note taking skills.

**RESOURCE LAB 7A/7B – 7th GRADE**

**Credential Requirement:** Education Specialist Instruction Mild/Moderate or Education Specialist Moderate/Severe

**Description:** The Resource Lab class is divided into components that support students with an Individualized Educational Plan in the areas of math, language, reading, and oral communication skills, as indicated in the California Content Standards and the expected school-wide learning results. It is also used to support students' transitional goals. The purpose of this class is to help students with special needs be successful in the general education program by helping them understand their specific learning styles, and to compensate for their needs with the use of accommodations.

**RESOURCE LAB 8A/8B (YEAR) 8th GRADE**

**Credential Requirement:** Education Specialist Instruction Mild/Moderate or Education Specialist Moderate/Severe

---

**Description:** The Resource Lab class is divided into components that support students with an Individualized Educational Plan in the areas of math, language, reading, and oral communication skills, as indicated in the California Content Standards and the expected school-wide learning results. It is also used to support students' transitional goals. The purpose of this class is to help students with special needs be successful in the general education program by helping them understand their specific learning styles, and to compensate for their needs with the use of accommodations.

#### **SOCIAL JUSTICE AND RESPONSIBILITY A/B (YEAR) 7th GRADE**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization

**Description:** This course is designed for students that have expressed an interest in the study of law. It serves as an introduction to civic responsibility and social justice. Student will analyze the U.S. Constitution and the Bill of Rights and the role the documents play in Three Branches of the U.S. Government. Students will also develop an understanding for the rights of and the roles of American citizens in the creation of law.

#### **SUSTAINABLE GARDENING A/B (YEAR) 7th, 8th GRADE**

**Credential Requirement:** Single Subject in Science: Biological Science or Science: Geosciences, or Science: Biological Science or Science: Geosciences Authorization

**Description:** Gardening elective consists of teaching healthy eating, biological processing of farming, and sustainable gardening. Student build, cultivate, and support an organic garden in our school/community garden, and each semester harvest its fruit and vegetables to be prepared and featured in a special meal for the school community. The students are taught the value of the human relationship to the earth and sustaining our planet through farming and hard work. Through this process students engage in a variety of projects pertaining to the importance of communities being able to support themselves. Additionally, the class will develop garden plots and raised garden beds, explore hydroponics and effective microorganism (EM) technology and vermicomposting, which involves bacteria and worms that consume dead and rotting wastes.

#### **SUMMER BRIDGE 7 MS (SUMMER) 7th GRADE**

**Credential Requirement:** Any Single Subject or Multiple Subject

**Description:** This course is intended to give students a "head start" on their seventh grade curriculum, and support their transition from elementary to middle school (Student expectation, school culture, use of technology, etc.).

#### **STUDENT ADVISORY**

##### **ADVISORY 7A/7B (YEAR) 7th GRADE**

**Credential Requirement:** Any Single Subject or Multiple Subject

**Description:** Students take Advisory all three years of middle school. Each student works closely with their Advisory teacher to develop their Individual Learning Plans (ILPs), exploring and setting academic and career goals. Students take part in team building activities, community service opportunities and work on their high school portfolio. The Advisory course is designed with the purpose of: personal and academic success of students; preparing students to be positive and contributing members of society; preparing students for school, life and career transitions; and creating a community in which all students feel safe, welcome and heard.

##### **ADVISORY 8A/8B (YEAR) 8th GRADE**

**Credential Requirement:** Any Single Subject or Multiple Subject

**Description:** Students take Advisory all three years of middle school. Each student works closely with their Advisory teacher to develop their Individual Learning Plans (ILPs), exploring and

setting academic and career goals. Students take part in team building activities, community service opportunities and work on their high school portfolio. The Advisory course is designed with the purpose of: personal and academic success of students; preparing students to be positive and contributing members of society; preparing students for school, life and career transitions; and creating a community in which all students feel safe, welcome and heard.

### 9-12<sup>th</sup> Course Offerings Descriptions

BWCAS high school graduation requirements are in alignment with the University of California (UC) and California State University (CSU) “A-G” minimum undergraduate admission requirements (see table below). Our high school program and course schedule is designed to enable all students to meet graduation requirements, “A-G” minimum undergraduate admission requirements, and the CDE’s College/Career Indicator within four years.

Our mission is that all high school students will pass all A-G and elective courses with a grade of C or better to graduate in 4 years with a minimum of 230 credits. To best serve students who are not on track to meet these goals, the following supports are provided:

- Online Credit Recovery which is offered after school and in summer session.
- Tutoring After School or Saturdays

<b>HIGH SCHOOL GRADUATION REQUIREMENTS Grades 9-12</b>		
<b>Course</b>	<b>Years</b>	<b>Credits</b>
English	4	40
Mathematics	2	20
Science (One year of Physical Science & One year of Biological Science)	2	20
Social Sciences (World History, US History, Government/Economics)	3	30
Health	1/2	5
Physical Education	2	20
World Language or Visual and Performing Arts	1	10
Electives		75
Career Education	1	10
<i>Required Course Credits</i>		155
<i>Electives</i>		75
<b>Total Credits Required to Graduate:</b>		<b>230</b>

**Better World Conservatory of the Arts and Sciences**  
**9-12<sup>th</sup> Grades Course Sequence**

Subject Area	9th Grade	10th Grade	11th Grade	12th Grade
English Language Arts	English 9 or Honors Eng. 9	English 10 or Honors Eng. 10	English 11, Honors, or AP English Language and Composition*, AP English Literature and Composition*	English 12, AP English Language and Composition*, Honors 12, AP English Literature and Composition*
Mathematics	Algebra I or Algebra II	Algebra I, Algebra II, Geometry, or Pre-Calculus	Algebra II, Pre-Calculus, Geometry, or Statistics	Pre-Calculus, Geometry, Trigonometry, Statistics, AP Statistics, Calculus, or AP Calculus
Social Studies	Social Science 9	World History	US History since the Civil War or AP US History	US Government and Politics, AP US Government and Politics, AP European History, and/or US and Global Economics*
Science	Biology	Chemistry	Physics	Anatomy & Physiology, AP Biology* or Environmental Science
Required Electives	World Language, Visual and Performing Arts, Physical Education, and College Readiness (sequence will vary)			
Advisory	Advisory			
<b>Electives Conservatory</b> Based on student interest and acceptance				

\*depending on student need

The following courses are considered “*core, college preparatory*” courses: English Language Arts, Mathematics, Social Studies, Science, World Language, and Visual and Performing Arts. Better World Conservatory of the Arts and Sciences may add additional Honors or AP courses over time to meet the needs of students. All suggested “AP” courses will go through a process called the AP Course Audit, which ensures that each AP course meets specific standards. After a course is authorized through the audit, then the course will be offered. Better World Conservatory of the Arts and Sciences intends to go through this process immediately after authorization in the first year of the school’s existence in preparation for the incoming 9th grade students.

**Course Offerings Descriptions**

Instructional materials used in the following courses will be College Career Readiness Standards and Common Core State Standards aligned. A portion of texts that will be used in English Language Arts and Social Studies classes will come from the Common Core book lists, and instruction in all areas is aligned to both sets of standards, dictated through our internal pacing plans.

***English 9 - Core***

***Credential Requirement:*** Single Subject in English or English Authorization

**Description:** The goal of the English 9 course is to set a strong foundation for the rest of high school and ultimately college. The English 9 course introduces ninth grade students to various types of literature including novels, short stories, poetry, plays and other types of text. Instruction focuses on reading strategies which enable students to read for understanding of subtlety, ambiguity, and inference, as well as basic comprehension. Students will be able to construct essential meaning from 9th-grade level text, both non-fiction / informational and fiction. Students will respond to all forms of text with both written and oral responses. The emphasis on critical thinking skills and literary analysis will prepare students for higher-level English courses. Students will focus on developing their writing skills with formal essays and informal writing assignments (journal entries, free-writes, character analysis, etc.). They will complete a variety of writing activities including composing personal narratives, argument essays, expository essays, and responses to literature that incorporate descriptive writing and persuasive strategies. Correct grammar, spelling, punctuation, and usage will be emphasized for students to develop a command of standard writing conventions. Students that are successful in this course will be on their way to being successful in future courses.

**Course Content**

Each quarter of the course will cover a breadth of content that includes skills and content building.

**Literature**

In each quarter, students will read a novel or book. Students will use these books to apply reading skills, prompt discussions, and explore themes and concepts.

**Writing Instruction**

Students will be expected to write papers that cover a range of genres. By the end of the year, students will be expected to be able to write a five-paragraph essay that includes a clear thesis and research-based evidence to support claims.

**Performance Tasks**

Performance tasks are learning tasks that ask students to use their learning to create and present projects. Each quarter will include at least one learning task. Students will be expected to not only create a variety of projects and outcomes, but also present them for their peers and others at the school. Each performance task is aligned to the theme of *“Know Yourself”*. The school’s educational approach begins with a point of inquiry that drives transdisciplinary units and supports the understandings of learning as cognitive dissonance, interconnected, power, and responsibility; ultimately cultivating humility, humanity, and an expanding sense of community.

Table 1: Sample year-long units and driving questions

HUMILITY - Respect <i>“Learning as cognitive dissonance”</i>	HUMANITY - Love <i>“Learning as interconnected”</i>	COMMUNITY - Responsibility <i>“Learning as power and responsibility”</i>
Who am I? What does it mean to be reflective?	What is love? What relationships can be identified in what we are learning?	What is community? How do communities function?
What is humility? What is respect?	What does it mean to be human? What does it mean to humanize?	What is social responsibility? What is our social responsibility to others?



---

## **ENGLISH 10 - Core**

**Credential Requirement:** Single Subject in English or English Authorization

**Description:** Throughout this course, students will have many opportunities to continue developing skills in reading and vocabulary development, writing, grammar, mechanics, listening, and speaking. As students progress through mastering the CCSS and CCRS, they will develop their higher-level thinking, speaking and writing skills. The coursework and instruction for English 10 will foster students' ability to think critically as well as analyze, evaluate and synthesize course content.

### **Reading Requirement:**

Students will read and analyze both classic and contemporary fiction and nonfiction literature including full-length novels, a Shakespearean tragedy, short stories, poetry, articles, essays, web-based documents, historical speeches, and nonfiction selections. Students will actively engage with texts through close readings and practice analysis and critical thinking skills by responding to reading through a variety of writing assignments and regular class discussions. Students will make inferences and ask questions about what they read and make connections between their own lives and experiences to the texts and well as make text-to-text connections. Students will analyze the point of view or cultural experience presented in each text. Students will expand their vocabulary by using grade level appropriate language and domain specific language and determine connotative and denotative meanings of words based on how words are used in context and how language can impact the author's tone and meaning in a text.

### **Writing Requirement:**

Students will develop and refine writing skills using the process of writing with attention to developing the writing process. Students will continue to master the writing process by generating ideas, developing a strong thesis, defending a thesis with strong and relevant evidence and thoughtful explanations, and revising and editing for coherency and precise sentence structure. Students will produce a variety of writing demonstrating the ability to respond to the task, audience, and purpose for informal and formal pieces and pieces in the following genres: explanatory writing, research writing, argument writing, narrative writing, and creative writing.

Attention will be given to teaching students to write and support tightly reasoned arguments. Students will engage in regular research opportunities where they will conduct advanced research searches for information, document information using parenthetical citations, and format their essays using MLA format. Students will also create quality content including that with authentic application.

Students will properly use all writing conventions and the writing process will be modeled and followed in their work. Spelling, grammar, and mechanics will be emphasized throughout each semester and specific lessons will be available to students who need extra support in concepts such as parallel structure, correct use of modifiers, agreement of verbs and pronouns, sentence structure, and consistency of verb tense.

### **Writing opportunities will include the following:**

Journal Writing, Literary Analysis Essays, Argument Analysis Essay, Argumentative Essay Writing, Persuasive Speech, Expository Critique Essay, Historical Connection Essay, Narrative Writing, Research Paper, Functional Workplace Document, Creative Writing (poetry and Shakespearean scene rewrite)

### **Listening and Speaking Requirement:**

---

Oral communication skills will be practiced in class discussions and presentations. Students are required to speak to large and small group audiences several times throughout the course of a year and engage in weekly discussions with peers and a credentialed English teacher through class discussions, live seminars, and weekly forums. Multimedia and oral presentations will be an integral component of this course and students will use technology to develop digital literacy skills as they progress through the course.

Students will also have the following speaking opportunities:

- 3-5 minute persuasive speech
- Multimedia presentation of research topic
- Modern interpretation of Shakespearean scene
- Introduction video
- Presenting group projects
- Class discussions

### **ENGLISH 11 - Core**

**Credential Requirement:** Single Subject in English or English Authorization

**Description:** The focus of the English 11 course is to provide students the opportunity to engage in the following essential skills:

- Reading and understanding works of American writers
- Analyzing literature in terms of theme as well as political and cultural perspectives
- Completion of a variety of writing assignments including persuasive, descriptive, evaluative and formative essays.
- Expansion of vocabulary the understanding of the mechanics of spelling and grammar.
- Oral communication of ideas through discussions and presentations.

Students are required to write essays and/or writing assignments throughout the course of the year, length ranging from 1-6 pages. They will also have several speaking assignments including a persuasive speech, PowerPoint presentations, group discussions, and group projects. Students are required to speak to large and small group audiences several times throughout the course of a year. Reading assignments include but are not limited to novels, short stories, and poems.

### **ENGLISH 12. Core**

**Credential Requirement:** Single Subject in English or English Authorization

**Description:** The English 12 course is designed to foster academic development to prepare students for the rigorous academic program of a four-year college or university, and college and career readiness. The course contains elements of reading, writing, language, speaking, and listening to develop high-order thinking skills. Throughout the course, students learn how to become analytical readers by tackling challenging and engaging texts from a variety of genres and literary periods. Students engage in critical reading, analysis, and academic discourse to become proficient reader, writers, speakers, and thinkers.

### **Creative Writing Core**

Creative Writing is an English elective course that focuses on the exploration of short fiction and poetry, culminating in a written portfolio that includes one revised short story and three to five polished poems. Students draft, revise, and polish fiction and poetry through writing exercises, developing familiarity with literary terms and facility with the writing process as they study elements of creative writing.

---

Elements of fiction writing explored in this course include attention to specific detail, observation, character development, setting, plot, and point of view. In the poetry units, students learn about the use of sensory details and imagery, figurative language, and sound devices including rhyme, rhythm and alliteration. They also explore poetic forms ranging from found poems and slam poetry to traditional sonnets and villanelles.

In addition to applying literary craft elements in guided creative writing exercises, students engage in critical reading activities designed to emphasize the writing craft of a diverse group of authors. Students study short stories by authors such as Bharati Mukherjee and Edgar Allan Poe, learning how to create believable characters and develop setting and plot. Likewise, students read poetry by canonical greats such as W. B. Yeats and Emily Dickinson as well as contemporary writers such as Pablo Neruda, Sherman Alexie, and Alice Notley. Studying the writing technique of a range of authors provides students with models and inspiration as they develop their own voices and refine their understanding of the literary craft.

By taking a Creative Writing course, students find new approaches to reading and writing that can affect them on a personal level, as the skills they gain in each lesson directly benefit their own creative goals. Students who are already actively engaged writers and readers learn additional tools and insight into the craft of writing to help them further hone their skills and encourage their creative as well as academic growth.

#### **AP ENGLISH LANGUAGE AND COMPOSITION - Core**

***Credential Requirement:*** Single Subject in English or English Authorization/bachelor's degree or higher in the area they teach or in a related field

***Description:*** The AP English Language and Composition course aligns to an introductory college-level rhetoric and writing curriculum, which requires students to develop evidence-based analytic and argumentative essays that proceed through several stages or drafts. Students evaluate, synthesize, and cite research to support their arguments. Throughout the course, students develop a personal style by making appropriate grammatical choices. Additionally, students read and analyze the rhetorical elements and their effects in non-fiction texts, including graphic images as forms of text, from many disciplines and historical periods.

The AP English Language and Composition course is designed to help students become skilled readers and writers through engagement with the following course requirements:

- Composing in several forms (e.g., narrative, expository, analytical, and argumentative essays) about a variety of subjects
- Writing that proceeds through several stages or drafts, with revision aided by teacher and peers
- Writing informally (e.g., imitation exercises, journal keeping, collaborative writing), which helps students become aware of themselves as writers and the techniques employed by other writers
- Writing expository, analytical, and argumentative compositions based on readings representing a variety of prose styles and genres
- Reading nonfiction (e.g., essays, journalism, science writing, autobiographies, criticism) selected to give students opportunities to identify and explain an author's use of rhetorical strategies and techniques.
- Analyzing graphics and visual images both in relation to written texts and as alternative forms of text themselves
- Developing research skills and the ability to evaluate, use, and cite primary and secondary sources

- Conducting research and writing argument papers in which students present an argument of their own that includes the analysis and synthesis of ideas from an array of sources
- Citing sources using a recognized editorial style (e.g., Modern Language Association, The Chicago Manual of Style)
- Revising their work to develop
  - A wide-ranging vocabulary used appropriately and effectively;
  - A variety of sentence structures, including appropriate use of subordination and coordination;
  - Logical organization, enhanced by techniques such as repetition, transitions, and emphasis;
  - A balance of generalization and specific, illustrative detail; and
  - An effective use of rhetoric, including tone, voice, diction, and sentence structure.

### **AP ENGLISH LITERATURE AND COMPOSITION - Core**

**Credential Requirement:** Single Subject in English or English Authorization/bachelor's degree or higher in the area they teach or in a related field

**Description:** The AP English Literature and Composition course aligns to an introductory college-level literary analysis course. The course engages students in the close reading and critical analysis of imaginative literature to deepen their understanding of the ways writers use language to provide both meaning and pleasure. As they read, students consider a work's structure, style, and themes, as well as its use of figurative language, imagery, symbolism, and tone. Writing assignments include expository, analytical, and argumentative essays that require students to analyze and interpret literary works.

The course is designed to help students become skilled readers and writers through engagement with the following course requirements

- Reading complex imaginative literature (fiction, drama, and poetry) appropriate for college-level study
- Writing an interpretation of a piece of literature that is based on a careful observation of textual details, considering the work's structure, style, and themes; the social and historical values it reflects and embodies; and such elements as the use of figurative language, imagery, symbolism, and tone
- Composing in several forms (e.g., narrative, expository, analytical, and argumentative essays) based on students' analyses of literary texts
- Writing that proceeds through several stages or drafts, with revision aided by teacher and peers
- Writing informally (e.g., response journals, textual annotations, collaborative writing), which helps students better understand the texts they are reading
- Revising their work to develop
  - A wide-ranging vocabulary used appropriately and effectively;
    - A variety of sentence structures, including appropriate use of subordination and coordination;
    - Logical organization, enhanced by techniques such as repetition, transitions, and emphasis;
    - A balance of generalization and specific, illustrative detail; and
    - An effective use of rhetoric, including tone, voice, diction, and sentence structure.

---

### **ALGEBRA I - Core**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization

**Description:** Algebra I is a first-year course in the study of algebraic expressions, equations, inequalities, and functions. The content of this course is organized into Seven Big Ideas in order to help one understand how the math that is being studied connects to the real-world.

The Seven Big Ideas are as follows:

1. Properties
2. Variable
3. Equivalence
4. Solving Equations & Inequalities
5. Proportionality
6. Function
7. Modeling

Topics covered include simplifying expressions, real numbers, solving equations/inequalities, graphing equations/inequalities, writing linear equations/inequalities, absolute value equations/inequalities, systems of equations/inequalities, direct and inverse variation, exponents and exponential functions, polynomials, factoring, quadratic equations, rational expressions/equations, radicals, and connections to geometry.

### **GEOMETRY - Core**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization

**Description:** Geometry is a course in logic, proof, and measurement. Students will develop their ability to construct formal, logical arguments and proofs in geometric settings and problems. Some of the topics covered include definitions, postulates, and theorems regarding angles, segments and lines, arcs, congruent triangles, similar triangles, special quadrilaterals, parallel lines, circles, coordinate geometry, area and volume formulas, transformations, constructions, and right triangle trigonometry.

### **ALGEBRA II - Core**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization

**Description:** Algebra II centers around the study of functions. Functions can be used to model nearly any real world phenomena and serve as the basis for studying calculus. In the Algebra II course, students will be exposed to a variety of mathematical problems and situations and are expected to read mathematical problems actively and critically, write effective solutions to problems and projects, present solutions to problems effectively, employ multiple critical and creative thinking strategies in reasoning and problem solving and demonstrate a knowledge and appreciation of how mathematics can be used outside the mathematics classroom.

### **PROBABILITY & STATISTICS - Core**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization

**Description:** This course covers the basic principles of descriptive statistics, exploratory data analysis, design of experiments, sampling distributions and estimation, and fitting models to data. Other topics include probability distributions, binomial distributions, sampling techniques, and experimental design. Measuring the probability of an event, interpreting probability, and using

---

probability in decision making are the central themes to this course. This Statistics course is taught as an activity-based course in which students actively construct understanding of the concepts and techniques of statistics. Students will gain proficiency in accuracy and communication of statistical concepts throughout the course to include effectively communicating how methods, results and interpretations of data for any given experiment are valid. Students learn that writing complete responses using appropriate justification is a critical aspect of gaining statistical proficiency.

#### **AP CALCULUS AB - Core**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization

**Description:** AP Calculus AB is roughly equivalent to a first semester college calculus course devoted to topics in differential and integral calculus. The AP course covers topics in these areas, including concepts and skills of limits, derivatives, definite integrals, and the Fundamental Theorem of Calculus. The course teaches students to approach calculus concepts and problems when they are represented graphically, numerically, analytically, and verbally, and to make connections amongst these representations. Students learn how to use technology to help solve problems, experiment, interpret results, and support conclusions.

#### **AP STATISTICS - Core**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization

**Description:** The AP Statistics course is equivalent to a one-semester, introductory, non-calculus-based college course in statistics. The course introduces students to the major concepts and tools for collecting, analyzing, and drawing conclusions from data. There are four themes in the AP Statistics course: exploring data, sampling and experimentation, anticipating patterns, and statistical inference. Students use technology, investigations, problem solving, and writing as they build conceptual understanding.

#### **PRE-CALCULUS - Core**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization

**Description:** The purpose of this course is to provide students with the tools they will need for college mathematics courses, particularly calculus. The course is structured around investigations and problem solving. Students will explore concepts and develop mathematical relationships through observation, application, and both formal and informal proof. Lessons are designed to facilitate teamwork and encourage students to pose conjectures, justify solutions, and defend their thinking.

In addition to covering all of the key concepts found in traditional pre-calculus (e.g. trigonometry, graphing functions, solving equations, and limits), it emphasizes several big ideas that form a foundation for calculus and other college mathematics curricula.

#### **CALCULUS - Core**

**Credential Requirement:** Single Subject in Foundational-Level Mathematics or Mathematics, or Foundational-Level Mathematics or Mathematics Authorization

**Description:** Topics introduced include functions and their properties, differentiation and integration and applications of derivatives and integrals, vectors, infinite series, and elementary differential equations. A graphing calculator is required for the course and will be used regularly as a tool for discovery and for confirmation of analytic work. A multi-representational approach is used throughout the course.

- Students should be able to work with functions represented in a variety of ways: graphical, numerical, analytical, or verbal. They should understand the connections among these representations.
- Students should understand the meaning of the derivative in terms of a rate of change and local linear approximation, and should be able to use derivatives to solve a variety of problems.
- Students should understand the meaning of the definite integral both as a limit of Riemann sums and as the net accumulation of change, and should be able to use integrals to solve a variety of problems.
- Students should understand the relationship between the derivative and the definite integral as expressed in both parts of the Fundamental Theorem of Calculus.
- Students should be able to communicate mathematics and explain solutions to problems both verbally and in written sentences.
- Students should be able to model a written description of a physical situation with a function, a differential equation, or an integral.
- Students should be able to use technology to help solve problems, experiment, interpret results, and support conclusions.
- Students should be able to determine the reasonableness of solutions, including sign, size, relative accuracy, and units of measurement.
- Students should develop an appreciation of calculus as a coherent body of knowledge and as a human accomplishment.

#### **EARTH SCIENCE - Core**

**Credential Requirement:** Single Subject in Biological Science, or Biological Science Authorization

**Description:** Earth Science offers a focused curriculum that explores Earth's composition, structure, processes, and history; its atmosphere, freshwater, and oceans; and its environment in space. Course topics include an exploration of the major cycles that affect every aspect of life, including weather, climate, air movement, tectonics, volcanic eruptions, rocks, minerals, geologic history, Earth's environment, sustainability, and energy resources. Optional teacher-scored labs encourage students to apply the scientific method.

#### **BIOLOGY - Core**

**Credential Requirement:** Single Subject in Biological Science, Chemistry, Geosciences, or Physics, or Authorization in Biological Science, Chemistry, Geosciences, or Physics

**Description:** Biology is a yearlong course designed to meet college entrance requirements as a laboratory science. Students will demonstrate the ability to use scientific skills and apply biological concepts to explain living organisms at the cellular and organ/system level, their interactions with the environment, and their life cycle.

The material presented in the course includes cell biology and basic chemistry, genetics, evolution and natural selection, human physiology of the human body and ecology. The Biology course is designed to give students an overview of the key concepts and theories in life science. It builds upon the concepts and skills taught in earlier science classes, and prepares students for a college level science course. Biology students will practice the scientific process to think critically about the phenomena they observe every day. They will make claims about their observations and support those claims with evidence and reasoning. And they will reflect upon and evaluate the validity of their experimental work products. The content is divided into units: cell biology, genetics, evolution, ecology, and physiology.

---

### **CHEMISTRY - Core**

**Credential Requirement:** Single Subject in Biological Science, Chemistry, Geosciences, or Physics, or Authorization in Biological Science, Chemistry, Geosciences, or Physics

**Description:** Chemistry presents the foundations of the physical matter of the world. This course will emphasize how chemistry is a part of our daily lives, for example, breathing oxygen or cooking dinner. Students will investigate how the interaction of matter and energy through dynamic processes impact the world around them. In science, students learn through inquiry. In order to achieve the course goals, students will:

- Demonstrate understanding of the fundamental concepts of chemistry.
- Practice appropriate laboratory techniques and analytic skills.
- Communicate scientific arguments using claim, evidence, and analysis

### **PHYSICS - Core**

**Credential Requirement:** Single Subject in Biological Science, Chemistry, Geosciences, or Physics, or Authorization in Biological Science, Chemistry, Geosciences, or Physics

**Description:** This is an introductory course in the foundations of physics. This course will help students develop an intuitive understanding of physics principles, as well as utilize their math training to solve problems. Laboratory learning will be a major component of the course to help students understand physics concepts as well as provide training in sound laboratory techniques. The ultimate goal of this course is to help students develop the critical thinking skills needed to solve real world problems, and to encourage an appreciation for physics and the sciences.

### **AP BIOLOGY - Core**

**Credential Requirement:** Single Subject in Biological Science, Chemistry, Geosciences, or Physics, or Authorization in Biological Science, Chemistry, Geosciences, or Physics

**Description:** The course is based on four Big Ideas, which encompass core scientific principles, theories, and processes that cut across traditional boundaries and provide a broad way of thinking about living organisms and biological systems.

The following are Big Ideas:

- The process of evolution explains the diversity and unity of life.
- Biological systems utilize free energy and molecular building blocks to grow, to reproduce, and to maintain dynamic homeostasis.
- Living systems store, retrieve, transmit, and respond to information essential to life processes.
- Biological systems interact, and these systems and their interactions possess complex properties.

### **Science Practices:**

Students establish lines of evidence and use them to develop and refine testable explanations and predictions of natural phenomena. Focusing on these disciplinary practices enables teachers to use the principles of scientific inquiry to promote a more engaging and rigorous experience for AP Biology students. Such practices require that students:

- Use representations and models to communicate scientific phenomena and solve scientific problems;
- Use mathematics appropriately;
- Engage in scientific questioning to extend thinking or to guide investigations within the context of the AP course;
- Plan and implement data collection strategies in relation to a particular scientific question;



- 
- Perform data analysis and evaluation of evidence;
  - Work with scientific explanations and theories; and
  - Connect and relate knowledge across various scales, concepts, and representations in and across domains.

### ***Inquiry-Based Investigations:***

Twenty-five percent of instructional time is devoted to hands-on laboratory work with an emphasis on inquiry-based investigations. Investigations require students to ask questions, make observations and predictions, design experiments, analyze data, and construct arguments in a collaborative setting, where they direct and monitor their progress.

### **AP CHEMISTRY Core**

***Credential Requirement:*** Single Subject in Biological Science, Chemistry, Geosciences, or Physics, or Authorization in Biological Science, Chemistry, Geosciences, or Physics

***Description:*** The key concepts and related content that define the AP Chemistry course and exam are organized around underlying principles called the Big Ideas. They encompass core scientific principles, theories, and processes that cut across traditional boundaries and provide a broad way of thinking about the particulate nature of matter underlying the observations students make about the physical world.

### ***The following are Big Ideas:***

- The chemical elements are the building blocks of matter, which can be understood in terms of the arrangements of atoms.
- Chemical and physical properties of materials can be explained by the structure and the arrangement of atoms, ions, or molecules and the forces between them.
- Changes in matter involve the rearrangement and/or reorganization of atoms and/or the transfer of electrons.
- Rates of chemical reactions are determined by details of the molecular collisions.
- The laws of thermodynamics describe the essential role of energy and explain and predict the direction of changes in matter.
- Bonds or attractions that can be formed can be broken. These two processes are in constant competition, sensitive to initial conditions and external forces or changes.

### ***Science Practices:***

Students establish lines of evidence and use them to develop and refine testable explanations and predictions of natural phenomena. Focusing on these disciplinary practices enables teachers to use the principles of scientific inquiry to promote a more engaging and rigorous experience for AP Chemistry students. Such practices require that students:

- Use representations and models to communicate scientific phenomena and solve scientific problems;
- Use mathematics appropriately;
- Engage in scientific questioning to extend thinking or to guide investigations within the context of the AP course;
- Plan and implement data collection strategies in relation to a particular scientific question;
- Perform data analysis and evaluation of evidence;
- Work with scientific explanations and theories; and
- Connect and relate knowledge across various scales, concepts, and representations in and across domains.

---

### *Inquiry-Based Investigations:*

Twenty-five percent of instructional time is devoted to inquiry based laboratory investigations. Students ask questions, make observations and predictions, design experiments, analyze data, and construct arguments in a collaborative setting, where they direct and monitor their progress.

### **AP PHYSICS - Core**

***Credential Requirement:*** Single Subject in Biological Science, Chemistry, Geosciences, or Physics, or Authorization in Biological Science, Chemistry, Geosciences, or Physics

***Description:*** Students explore principles of Newtonian mechanics (including rotational motion); work, energy, and power; mechanical waves and sound; and introductory, simple circuits. The course is based on six Big Ideas, which encompass core scientific principles, theories, and processes that cut across traditional boundaries and provide a broad way of thinking about the physical world.

### *The following are Big Ideas:*

- Objects and systems have properties such as mass and charge. Systems may have internal structure.
- Fields existing in space can be used to explain interactions.
- The interactions of an object with other objects can be described by forces.
- Interactions between systems can result in changes in those systems.
- Changes that occur as a result of interactions are constrained by conservation laws.
- Waves can transfer energy and momentum from one location to another without the permanent transfer of mass and serve as a mathematical model for the description of other phenomena.

### *Science Practices:*

Students establish lines of evidence and use them to develop and refine testable explanations and predictions of natural phenomena. Focusing on these disciplinary practices enables teachers to use the principles of scientific inquiry to promote a more engaging and rigorous experience for AP

Physics students. Such practices require that students:

- Use representations and models to communicate scientific phenomena and solve scientific problems;
- Use mathematics appropriately;
- Engage in scientific questioning to extend thinking or to guide investigations within the context of the AP course;
- Plan and implement data collection strategies in relation to a particular scientific question;
- Perform data analysis and evaluation of evidence;
- Work with scientific explanations and theories; and
- Connect and relate knowledge across various scales, concepts, and representations in and across domains.

### *Inquiry-Based Investigations*

Twenty-five percent of instructional time is devoted to hands-on laboratory work with an emphasis on inquiry-based investigations. Investigations will require students to ask questions, make observations and predictions, design experiments, analyze data, and construct arguments in a collaborative setting, where they direct and monitor their progress.

---

### **ANATOMY & PHYSIOLOGY - Core**

**Credential Requirement:** Single Subject in Biological Science, Chemistry, Geosciences, or Physics, or Authorization in Biological Science, Chemistry, Geosciences, or Physics

**Description:** This rigorous college-Conservatory elective science course includes a detailed study of many human body systems. Homeostatic balance, the relationship between structure and function, and the interrelationships between body systems are a focus throughout the course. This course is recommended for students interested in a health-related career, especially those students who plan to study medicine, nursing, physical therapy, and athletic training. The course may also be helpful for those students who plan to enter education as either a life science or physical education teacher. Laboratory activities will include several microscopic analyses of tissue specimens as well as several dissections to accompany the subject matter.

### **SOCIAL STUDIES 9 - Core**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization

**Description:** The theme of the course is "*What does it mean to be human?*" and explores the human condition through the arts, literature, philosophy, culture, geography, history and health. Lessons are drawn from classical texts of western and non-western cultures. The course provides students with a culturally enriching experience. The curriculum incorporates a dynamic study of human achievement while imparting the essentials of cooperative learning, the techniques of research, and the experience of oral presentation.

The Social Studies 9 course includes but is not limited to the arts of literature, painting, music, architecture, performing arts, and the discipline of philosophy. While the sciences explore the physical world, the social sciences make discoveries about the behavior and activities of people in various groups. The arts and humanities narrows that focus, probing the inner question: "What does it mean to be human?" as well as the grade level theme of "Know Yourself." This course will stretch students' imaginations, increase their understanding of non-western cultures, enrich their experience, expand their written and research skills, and increase their distinctively human potential. Study of the literature, arts, health, and social sciences will cover cultural diversity, ways of life, human interests, and values.

### **WORLD HISTORY - Core**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization

**Description:** World History is a year-long required course that explores the key events and global historical developments since the Paleolithic age that have shaped the world we live in today. Modern World History covers all aspects of human experience, ranging from economics, religion, philosophy, science, and literature and the arts to politics and law, as well as military conflict. The major historical units will include the following: Early Modern Times, Enlightenment and Revolution, Industrialization and a New Global Age, World Wars and Revolutions, and the World from 1945 to the Present.

This course will illustrate connections between students' lives and those of ancestors around the world. Students will uncover patterns of behavior, identify historical trends and themes, explore historical movements and concepts, and test theories. Students will build upon their ability to read for comprehension and critical analysis by summarizing and paraphrasing, note taking and organization, categorizing, comparing, and evaluating information, as well as writing clearly and convincingly, expressing facts and opinions orally, and using technology appropriately to present information.

---

### **US HISTORY SINCE THE CIVIL WAR - Core**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization

**Description:** This is a yearlong course. It is a thorough course covering the history of the United States and builds on what was learned in World History. Students will review the nation's beginnings, democratic ideals, and industrial transformation. They will trace the change in the ethnic composition of American society, the movement towards equal rights for racial minorities and women, and the role of the United States as a major world power. Students will consider major social problems of our time and trace their causes in historical events. Emphasis is placed on critical and evaluative thinking skills, essay writing, and interpretation of original documents.

### **US GOVERNMENT & POLITICS - Core**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization

**Description:** In U.S. Government and Politics, students examine the history, principles, and function of the political system established by the U.S. Constitution. Starting with a basic introduction to the role of government in society and the philosophies at the heart of American democracy, this course provides students with the knowledge needed to be informed and empowered participants in the U.S. political system.

Through critical reading activities, feedback-rich instruction, and application-oriented assignments, students develop their capacity to conduct research, analyze sources, make arguments, and take informed action. In written assignments, students address critical questions about U.S. politics and the role of individual Americans in the politics and political organizations. In discussion activities, students respond to political opinions, take a position, and defend their own claims. Formative and summative assessments provide students — and teachers — with ample opportunities to check in, review, and evaluate students' progress in the course.

### **US AND GLOBAL ECONOMICS - Core**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization

**Description:** U.S. and Global Economics offers a tightly focused and scaffolded curriculum that provides an introduction to key economic principles. The course covers fundamental properties of economics, including an examination of markets from both historical and current perspectives; the basics of supply and demand; the theories of early economic philosophers such as Adam Smith and David Ricardo; theories of value; the concept of money and how it evolved; the role of banks, investment houses, and the Federal Reserve; Keynesian economics; the productivity, wages, investment, and growth involved in capitalism; unemployment, inflations, and the national debt; and a survey of markets in areas such as China, Europe, and the Middle East.

U.S. and Global Economics is designed to fall in the fourth year of social studies instruction. Students perfect their analytic writing through a scaffolded series of analytic assignments and written lesson tests. They also apply basic mathematics to economic concepts. Students read selections from annotated primary documents and apply those readings to the course content.

### **GEOGRAPHY & WORLD CULTURES - Core**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization

**Description:** Geography and World Cultures offers a tightly focused and scaffolded curriculum that enables students to explore how geographic features, human relationships, political and social structures, economics, science and technology, and the arts have developed and influenced life in countries around the world. Along the way, students are given rigorous instruction on how to read maps, charts, and graphs, and how to create them.

---

Geography and World Cultures develops note-taking skills, teaches the basic elements of analytic writing, and introduces students to the close examination of primary documents.

### **MULTICULTURAL STUDIES - Core**

***Credential Requirement:*** Single Subject in Social Science or Social Science Authorization

***Description:*** Multicultural Studies is a one-semester elective history and sociology course that examines the United States as a multicultural nation. The course emphasizes the perspectives of minority groups while allowing students from all backgrounds to better understand and appreciate how race, culture and ethnicity, and identity contribute to their experiences.

Major topics in the course include identity, immigration, assimilation and distinctiveness, power and oppression, struggles for rights, regionalism, culture and the media, and the formation of new cultures.

In Discussions and Polls, students reflect critically on their own experiences as well as those of others. Interactive multimedia activities include personal and historical accounts to which students can respond using methods of inquiry from history, sociology, and psychology. Written assignments and Journals provide opportunities for students to practice and develop skills for thinking and communicating about race, culture, ethnicity, and identity.

### **AP MACROECONOMICS - Core**

***Credential Requirement:*** Single Subject in Social Science or Social Science Authorization

***Description:*** AP Macroeconomics is an introductory college-level course that focuses on the principles that apply to an economic system as a whole. The course places particular emphasis on the study of national income and price-level determination; it also develops students' familiarity with economic performance measures, the financial sector, stabilization policies, economic growth, and international economics. Students learn to use graphs, charts, and data to analyze, describe, and explain economic concepts.

The AP Macroeconomics course provides students with a thorough understanding of the principles of economics and how economists use those principles to examine aggregate economic behavior. Students learn how the measures of economic performance, such as gross domestic product (GDP), inflation, and unemployment are constructed and how to apply them to evaluate the macroeconomic conditions of an economy. The course recognizes the global nature of economics and provides ample opportunities to examine the impact of international trade and finance on national economies. Various economic schools of thought are introduced as students consider solutions to economic problems.

AP Microeconomics is an introductory college-level course that focuses on the principles of economics that apply to the functions of individual economic decision-makers. The course also develops students' familiarity with the operation of product and factor markets, distributions of income, market failure, and the role of government in promoting greater efficiency and equity in the economy. Students learn to use graphs, charts, and data to analyze, describe, and explain economic concepts.

The AP Microeconomics course provides students with an understanding of the principles of economics as they apply to individual decision-making units, including individual households and firms. The course examines the theory of consumer behavior, the theory of the firm, and the behavior of profit-maximizing firms under various market structures. Students evaluate the efficiency of the outcomes with respect to price, output, consumer surplus, and producer surplus. They examine the behaviors of households and businesses in factor markets, and learn how the

---

determination of factor prices, wages, interest, and rent influence the distribution of income in a market economy. There are ample opportunities to consider instances in which private markets may fail to allocate resources efficiently and examine various public policy alternatives aimed at improving the efficiency of private markets.

### **AP US GOVERNMENT & POLITICS - Core**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization

**Description:** AP United States Government and Politics introduces students to key political ideas, institutions, policies, interactions, roles, and behaviors that characterize the political culture of the United States. The course examines politically significant concepts and themes, through which students learn to apply disciplinary reasoning, assess causes and consequences of political events, and interpret data to develop evidence-based arguments.

Students study general concepts used to interpret U.S. government and politics and analyze specific topics, including:

- Constitutional Underpinnings;
- Political Beliefs and Behaviors;
- Political Parties, Interest Groups, and Mass Media;
- Institutions of National Government;
- Public Policy; and
- Civil Rights and Civil Liberties.

An integral part of the course includes analysis and interpretation of basic data relevant to U.S. government and politics, and the development of connections and application of relevant theories and concepts.

### **Course Goals and Objectives**

Students successfully completing this course will:

- Describe and compare important facts, concepts, and theories pertaining to U.S. government and politics.
  - Explain typical patterns of political processes and behavior and their consequences (including the components of political behavior, the principles used to explain or justify various government structures and procedures, and the political effects of these structures and procedures).
  - Interpret basic data relevant to U.S. government and politics (including data presented in charts, tables, and other formats).
- Critically analyze relevant theories and concepts, apply them appropriately, and develop their connections across the curriculum.

### **AP US HISTORY - Core**

**Credential Requirement:** Single Subject in Social Science or Social Science Authorization

**Description:** The AP U.S. History course focuses on the development of historical thinking skills and an understanding of content organized around seven themes:

- American and National Identity
- Politics and Power
- Work, Exchange, and Technology
- Culture and Society
- Migration and Settlement
- Geography and the Environment

- 
- America in the World

The course is divided into the following nine chronological periods (some units overlap chronologically due to the different concepts covered in each unit):

- 1491-1607
- 1607-1754
- 1754-1800
- 1800-1848
- 1844-1877
- 1865-1914
- 1890-1945
- 1945-1989
- 1980-present

In this course, students will develop the following historical thinking skills:

- Analyzing evidence: content and sourcing
- Interpretation
- Comparison
- Contextualization
- Synthesis
- Causation
- Patterns of continuity and change over time
- Periodization
- Argumentation

***AP United States History will:***

- Provide students with the thinking skills and enduring understandings necessary to deal critically with the main issues and documents of U.S. history
  - Prepare students for intermediate and advanced college courses by making demands upon you equivalent to those made by full-year introductory college courses
  - Enable students to assess historical sources — their relevance to a given interpretive problem, their reliability, and their importance — and to weigh the evidence and interpretations of the past presented in historical scholarship
  - Develop the skills necessary to arrive at conclusions on the basis of an informed judgment and to present reasons and evidence clearly and persuasively in an essay format
  - Train students to analyze and interpret primary sources, including documentary materials, maps, statistical tables, and pictorial and graphic evidence of historical events
  - Teach students to take notes from both printed materials and lectures or discussions, to write essay examinations, and to write analytical and research papers
- Enable students to express themselves with clarity and precision and know how to cite sources and credit the phrases and ideas of others

**SPANISH I - Core**

***Credential Requirement:*** Single Subject Teaching Credential authorizes World Languages-Languages other than English

***Description:*** Spanish I teaches students to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as home life, occupations, travel, and medicine. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms to describe school subjects, parts of the body, and people, as well as idiomatic phrases. Instruction in language structure and grammar

---

includes the structures and uses of present-tense verb forms, imperatives, adjective agreement, impersonal constructions, formal and informal address, and reflexive verbs. Students explore words used in different Spanish-speaking regions and learn about the cultures of Spanish-speaking countries and regions within and outside Europe.

### **SPANISH II - Core**

**Credential Requirement:** Single Subject Teaching Credential authorizes World Languages-Languages other than English

**Description:** Building on Spanish I concepts, Spanish II students learn to communicate more confidently about themselves, as well as about topics beyond their own lives - both in formal and informal situations. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Students expand their vocabulary in topics such as cooking, ecology, geography, and architecture. Instruction in language structure and grammar includes a review of present-tense verb forms, an introduction to the past tense, the conditional mood, imperatives, impersonal constructions, and reported speech. Students deepen their knowledge of Spanish-speaking regions and cultures by learning about history, literature, culture, and contemporary issues.

### **SPANISH III -Core**

**Credential Requirement:** Single Subject Teaching Credential authorizes World Languages-Languages other than English

**Description:** In Spanish III, students build upon the skills and knowledge they acquired in Spanish I and II. The course presents new vocabulary and grammatical concepts in context while providing students with ample opportunities to review and expand upon the material they have learned previously.

Students read and listen to authentic materials from newspapers, magazines, and television. The content is focused on contemporary and relevant topics such as urbanization and population growth in Latin American countries, global health concerns, jobs of the future, and scientific advancements. The materials engage students as they improve their command of Spanish.

Students review the formation and use of regular and irregular verbs in the present and future tenses, as well as the use of reflexive particles and infinitives. They also expand their understanding of noun and adjective agreement, the comparative and superlative degree of adjectives, and the placement and use of direct and indirect objects and pronouns. Students expand their vocabulary through exposure to word roots and families, popular slang, the correct use of words that are often confused for one another, and review of concepts such as proper placement of accents and stress.

Presentation of new materials is always followed by several interactive, online exercises, allowing students to master the material as they learn it. Teacher-scored activities provide students with opportunities to use their new Spanish skills both orally and in writing. Discussion activities allow students to interact with their peers in the target language.

### **FRENCH I - Core**

**Credential Requirement:** Single Subject Teaching Credential authorizes World Languages-Languages other than English

**Description:** French I teaches students to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as sports, travel, and medicine. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms to describe school subjects, parts of the body, and people, as well as



---

idiomatic phrases. Instruction in language structure and grammar includes the verb system, adjective agreement, formal and informal address, reflexive verbs, and past tense. Students also gain an understanding of the cultures of French-speaking countries and regions within and outside Europe, as well as insight into Francophone culture and people.

#### **FRENCH II - Core**

***Credential Requirement:*** Single Subject Teaching Credential authorizes World Languages- Languages other than English

***Description:*** French II teaches students to communicate more confidently about themselves, as well as about topics beyond their own lives - both in formal and informal address. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms in cooking, geography, and architecture. Instruction in language structure and grammar includes present- and past- tense verb forms and uses, negation, and direct and indirect objects. Students deepen their knowledge of French-speaking regions and cultures by learning about history, literature, culture, and contemporary issues.

#### **GERMAN I - Core**

***Credential Requirement:*** Single Subject Teaching Credential authorizes World Languages- Languages other than English

***Description:*** German I teaches students to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as sports, travel, and medicine. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms to describe school subjects, parts of the body, and people, as well as idiomatic phrases. Instruction in language structure and grammar includes the verb system, adjective agreement, formal and informal address, reflexive verbs, and past tense. Students also gain an understanding of the cultures of German speaking countries.

#### **GERMAN II - Core**

***Credential Requirement:*** Single Subject Teaching Credential authorizes World Languages- Languages other than English

***Description:*** German II teaches students to communicate more confidently about themselves, as well as about topics beyond their own lives - both in formal and informal address. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms in cooking, geography, and architecture. Instruction in language structure and grammar includes present- and past- tense verb forms and uses, negation, and direct and indirect objects. Students deepen their knowledge of French-speaking regions and cultures by learning about history, literature, culture, and contemporary issues.

#### **CHINESE I - Core**

***Credential Requirement:*** Single Subject Teaching Credential authorizes World Languages- Languages other than English

***Description:*** Chinese I teaches students to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as sports, travel, and medicine. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms to describe school subjects, parts of the body, and people, as well as idiomatic phrases. Instruction in language structure and grammar includes the verb system, adjective agreement, formal and informal address, reflexive verbs, and past tense. Students also gain an understanding of the cultures of Chinese speaking countries.

#### **CHINESE II - Core**

---

**Credential Requirement:** Single Subject Teaching Credential authorizes World Languages- Languages other than English

**Description:** Chinese II teaches students to communicate more confidently about themselves, as well as about topics beyond their own lives - both in formal and informal address. Each lesson presents vocabulary, grammar, and culture in context, followed by explanations and exercises. Vocabulary includes terms in cooking, geography, and architecture. Instruction in language structure and grammar includes present- and past- tense verb forms and uses, negation, and direct and indirect objects. Students deepen their knowledge of French-speaking regions and cultures by learning about history, literature, culture, and contemporary issues.

#### **ART APPRECIATION - Core**

**Credential Requirement:**

**Description:** This course is designed for students interested in art. Students will learn how to draw by examining edges, space, light, and shadows. Students will develop an understanding of art history and how to use it in our work. Students will discover how to use different mediums and techniques in our work, and develop our own creative approach to making art. In the first semester, students will learn about art in world cultures, drawing, watercolor, and printmaking techniques. In the second semester, students will learn about color theory and art history, and they will create paintings and mixed media artworks.

#### **MUSIC APPRECIATION - Core**

**Credential Requirement:** Any Single Subject or Multiple Subject

**Description:** Music Appreciation is a streamlined course that introduces student to the history, theory, and genres of music, from the most primitive surviving examples, through the classical to the most contemporary in the world at large. The course is offered in a two-semester format: The first semester covers primitive musical forms, classical music, and American jazz. The second semester presents the rich modern traditions, including: gospel, folk, soul, blues, Latin rhythms, rock and roll, and hip-hop.

The course explores the interface of music and social movements and examines how the emergent global society and the Internet is bringing musical forms together in new ways from all around the world.

#### **PHYSICAL EDUCATION - Non-Core**

**Credential Requirement:** Single Subject Teaching Credential

**Description:** This course aims for each student to make decisions that promote their overall health and wellbeing. The program is designed to help shape positive self-image while providing students with skills and strategies specific to a wide variety of movement and fitness opportunities. Students will develop cardiovascular endurance, muscle strength and endurance, and flexibility. Units of instruction include: introduction to kinesiology and physical education with personal

fitness emphasis, personal fitness concepts and techniques, cardiorespiratory endurance training, nutrition, and individual, team, and recreational games.

#### **ADVISORY - Non-Core**

**Credential Requirement:** Any Single Subject or Multiple Subject

**Description:** When students enroll at BWCAS school, they are assigned to an advisor. In most cases, they will stay with the same advisor and/or advisory cohort for their whole four years in high school. Advisory is designed to build strong relationships between classmates, their advisor,

---

and other students in their advisory. The advisor's role is to support his/her advisees throughout their path to graduation in a variety of ways, including:

- Building healthy relationships and community
- Preparing students for a successful day
- Monitoring students' progress toward promotion
- Monitoring students' college and career planning
- Referring students for support services
- Communicating with students, their parents, and their teachers
- Assisting students when they are absent

#### **COLLEGE READINESS - Core**

**Credential Requirement:** Any Single Subject or Multiple Subject

**Description:** In order to prepare students for a college schedule, upperclassmen may have blocks of time during the week for "College Readiness Time." During College Readiness blocks, students set their own schedule for their core courses (English Language Arts, Math, Science, Social Studies, foreign language, and visual and performing arts) based on their needs at the time; for example, a student who is struggling with Math may spend that time in Office Hours with their math teacher, while a student who is on track in all areas may use that time to collaborate with a group on a project or get ahead in an online module for one of their core courses. With this type of scaffolded independence, students will be prepared for the transition to college in which they will need to manage their own time.

#### **RESOURCE LAB (Year) Freshmen**

Not UC Approved

**Credential Requirement:** Education Specialist Instruction Mild/Moderate or Education Specialist Moderate/Severe

**Description:** This class is divided into components that address student needs in the areas of math, language, reading, and oral communication skills, as indicated in the California Content Standards and the expected school-wide learning results. The goal of this class is to help students with special needs be successful in the general education program, by helping them understand their specific learning styles and to compensate for their weaknesses with the use of accommodations.

#### **RESOURCE LAB (Year) Sophomores**

Not UC Approved

**Credential Requirement:** Education Specialist Instruction Mild/Moderate or Education Specialist Moderate/Severe

**Description:** This class is divided into components that address student needs in the areas of math, language, reading, and oral communication skills, as indicated in the California Content Standards and the expected school-wide learning results. The goal of this class is to help students with special needs be successful in the general education program, by helping them understand their specific learning styles and to compensate for their weaknesses with the use of accommodations.

#### **RESOURCE LAB (Year) Juniors**

Not UC Approved

**Credential Requirement:** Education Specialist Instruction Mild/Moderate or Education Specialist Moderate/Severe

**Description:** This class is divided into components that address student needs in the areas of math, language, reading, and oral communication skills, as indicated in the California Content Standards and the expected schoolwide learning results. The goal of this class is to help students

---

with special needs be successful in the general education program, by helping them understand their specific learning styles and to compensate for their weaknesses with the use of accommodations.

### **RESOURCE LAB (Year) Seniors**

Not UC Approved

**Credential Requirement:** Education Specialist Instruction Mild/Moderate or Education Specialist Moderate/Severe

**Description:** This class is divided into components that address student needs in the areas of math, language, reading, and oral communication skills, as indicated in the California Content Standards and the expected school-wide learning results. The goal of this class is to help students with special needs be successful in the general education program, by helping them understand their specific learning styles and to compensate for their weaknesses with the use of accommodations.

### **Western Association of Schools and Colleges (WASC) Accreditation**

Better World Conservatory of the Arts and Sciences will schedule their initial WASC review in the spring of their first year in operation or the fall of their second year in order to ensure the full accreditation process is completed prior to the graduation of its first class of students.

The site Counselor and Principal will oversee the WASC process and UC course approval process.. The director and the principal will support the school in preparing their initial review, self-study and interim reports for the WASC process.

### **Transferability of BWCAS High School Courses**

Per AB1994, all A-G courses will be transferable to colleges/universities or other public schools, and parent notification regarding transferability for all courses offered will be included in enrollment materials, student recruitment materials, and on published course offerings. Courses will be approved through UC Doorways to ensure transferability. Parent notifications will be provided in English and Spanish.

### **Supporting Risk and Struggling Students**

Better World Conservatory of the Arts will establish a Response to Intervention (RtI) program designed to support students achieving below expected academic levels. This RtI program will meet on a bi-weekly basis and will consist of teachers, counselors, special education staff and administrators.

The RtI team will examine the academic records of students referred to it by staff members and will offer recommendations to students and parents for appropriate academic interventions. These interventions can include specific recommendations for classroom interventions, interventions at home and during study time, and more serious interventions, up to and including special education support.

BWCAS will establish an academic tutorial block within the school day, ideally in the time between the academic day and elective classes that will allow students to voluntarily seek extra help from their academic teachers on a daily basis. Additionally, students who drop below a 2.0 academic GPA, or who earn a D or F grade on progress reports, will be assigned to these tutorial block classes until grades improve.

BWCAS will establish an academic probation program. Students who fall below a 2.0 academic GPA at the semester will be assigned a counselor or administrator as their academic probation advisor. Students placed on academic probation meet twice during the semester with their advisor and parent to set academic and study goals. Students then meet on a bi-weekly basis with their advisor to maintain progress toward their goal and problem solve study and homework issues.

### TEXTBOOKS AND INSTRUCTIONAL MATERIALS

Better World Conservatory of the Arts and Sciences will ensure each student enrolled in the school will have sufficient instructional materials in each subject area consistent with the content and cycles of the curriculum frameworks adopted by the California Department of Education.

Each spring, the principal, in consultation with their staff, will identify areas of need and order materials for the following year. Curriculum, materials, and instructional activities will be selected based on their rigor and their relevance to supporting our goal of achieving proficient to advanced performance on standards, meeting A-G course requirements, and preparing students to graduate ready for college.

While exact programs and materials used will not be determined until the principal is in place, below is a list of instructional resources that may be utilized for each grade level and subject. Programs that have specific tools to support ELL students are also indicated.

A target ratio of one computer and/or Chromebook for every student in grades 7-12 will ensure students adequate access to technology for effective use in student learning, common core and digital classroom instruction, data management, SBAC online state assessments and communication. Classroom teachers will also be provided Chromebook or laptops and use consistent data systems for monitoring student performance, managing grades, and internal school and network communication with other schools.

Digital Content	Subject(S)					7-8		9-12			
	Math	English	Science	Social Studies	Special tools for ELL	7	8	9	10	11	12
Accelerated Reader		X			X	X	X	X	X	X	X
Acellus (Core Academic + Electives)	X	X	X	X				X	X	X	X
Achieve 3000	X	X	X	X	X	X	X	X	X	X	X
Achieve Biology (Science)			X		X			X	X	X	X
Adaptive Curriculum			X			X	X				
Foss Kits			X		X	X	X				
Apex Learning (Credit Recovery, Electives, X Foreign Language)	X	X	X	X				X	X	X	X
Aventa Learning	X	X	X	X		X	X				

Compass Learning/Odyssey	X	X	X	X		X	X	X	X	X	X
Discovery Learning			X			X	X				
Duolingo						X	X	X	X	X	X
Edmodo	X	X	X	X		X	X	X	X	X	X
ELA Reading Smart		X			X			X	X	X	X
ESL Reading Smart		X			X			X	X	X	X
eScience			X		X	X	X				
Google Applications	X	X	X	X	X	X	X	X	X	X	X
IXL	X					X	X	X	X	X	
Khan Academy	X					X	X	X	X	X	
Mathalicious (Math)	X										
TCI History Alive				X		X	X				
Renaissance Star Reading Assessment		X				X	X	X	X	X	X

The following textbooks and instructional materials will be used to support unit development and the delivery of Common Core Standards based instruction for Grades 7 - 12th.

7th - 12th Grade			
Subject	Textbook/Instructional Materials	Grade Level	Relationship to CCSS
English Language Arts	<i>The College Board – SpringBoard</i> <i>SpringBoard, English Language Arts &amp; English Language Development</i>	7-12	State Board Adopted Materials, CCSS Aligned
	<i>Readers Workshop and Writers Workshop units of study (Heinemann)</i>	*9-12	
	<i>LLI (Leveled Literacy Intervention) System (Heinemann) (*only used as intervention in grades 7-12)</i>		
	<i>The Continuum of Literacy Learning (TK-8); (*only used as intervention in grades 7-12)</i> <i>Teacher-developed curricular materials</i>		
English Language Development	<i>The College Board – SpringBoard</i> <i>SpringBoard, English Language Arts &amp; English Language Development</i>  <i>English 3D</i>	7-12	

	Specially Designed Academic Instruction in English (“SDAIE”); Sheltered Instruction Observation Protocol (“SIOP”); Seeds of Science/Roots of Reading; Teaching for Understanding; teacher- developed curricular materials		
<b>Mathematics</b>	<i>EngageNY Math</i> and <i>Eureka Math</i> , Great Minds	7-12	CCSS Aligned
<b>Social Studies</b>	History Alive (TCi)	7-12	State Board Adopted Materials, CCSS Aligned
<b>Science/NGSS</b>	TCI’s Bring Science Alive! (only for grades 7-8) Amplify Science NGSS - designed curriculum  FOSS Next Generation - Delta Education (only for grades 7-8) The Investigations Guide is the core instructional tool for teachers and provides them with the support and strategies to successfully facilitate FOSS investigations. FOSS Next Generation module features an equipment kit with all the necessary materials to complete each investigation FOSSweb including digital teacher support, interactive simulations and virtual investigations, and other additional resources. <i>FOSS Science Resources</i> is a book of original readings, called articles, developed to accompany each module.  PLTW - Project Lead the Way Gateway for grades 7-8 PLTW - Project Lead the Way - 9-12 Computer Science, Engineering, Biomedical Sciences.	7 - 12	
<b>Physical Education</b>	Physical Education California Standards Teacher-developed curricular materials and units	7 - 12	
<b>Health Education</b>	<i>2019 Health Education Curriculum Framework for California Public Schools, Kindergarten through Grade Twelve (Health Education Framework)</i> to develop lessons and to ensure the health requirement is met for all students in 7 <sup>th</sup> – 12 <sup>th</sup> grades. Positive Prevention Plus curriculum will be used for 7-12 comprehensive sexual health education and HIV/AIDS prevention curriculum. <a href="https://www.positivepreventionplus.com">https://www.positivepreventionplus.com</a>	7 - 12	Aligned to Health Education Framework
<b>Visual and Performing Arts</b>	Meet the Masters Standards Based Art Units  Spotlight on Music Publisher: Macmillan/McGraw-Hill California State Standards for Visual and Performing Arts	7-12	Aligned to the Visual Arts and music standards
<b>Spanish</b>	¡Así se dice!	7-12	Alignment to LOTE TEKS and ACTFL World Readiness Standards
<b>German</b>	Deutsch Aktuell (German Edition)	7-12	
<b>Chinese</b>	Cheng & Tsui - Integrated Chinese	7-12	
<b>French</b>	Pearson Une fois pour toutes French Grammar Program - Blended (Print & Digital)	7-12	

## ACADEMIC CALENDAR AND SCHEDULES

Better World Conservatory of the Arts and Sciences will offer students and families 180 day of instruction with the following instructional minutes per grade level:

Instructional Minutes per Year		Better World CAS Instructional Minutes
7-8	54,000 minutes	69,315 minutes per year 49 Early Release Days 131 Regular Days Total of 180 Days/SY
9-12	64,800 minutes	

### Sample Bell Schedules

In the following sample schedules, breaks and lunch are staggered for grade level spans to maximize space and minimize crowding. Content area curriculum is integrated, but the indicated time of day for specific curricular areas represents times when content-area standards are emphasized.

### REGULAR DAY

#### 7-12th Grades Daily SAMPLE Schedule

7-8th Grades		9-12th Grades	
Mon. & Thur. (Odd # Periods) Tue. & Fri (Even # Periods)	Start and End Times	Mon. & Thur. (Odd # Periods) Tue. & Fri (Even # Periods)	Start and End Times
Advisory	7:45 a.m. – 8:15 a.m.(30)	Advisory	7:30 a.m. – 8:00 a.m. (30)
Nutrition	8:15 a.m. – 8:35 a.m. (20)	Period 1/2	8:00 a.m. – 10:00 a.m. (120)
Period 1/2	8:38 a.m. – 10:38 a.m.(120)	Nutrition	10:00 a.m. – 10:20 a.m. (20)
Period 3/4	10:41 a.m. – 12:41 p.m. (120)	Period 3/4	10:23 a.m. – 12:23 p.m. (120)
Lunch	12:41 p.m. – 1:11 p.m.(30)	Lunch	12:23 p.m. – 12:53 p.m. (30)
Period 5/6	1:14 p.m. – 3:14 p.m.(120)	Period 5/6	12:55 p.m. – 2:55 p.m. (120)
Period 7	3:17 p.m. - 3:57 p.m. (40)	Period 7	2:55 p.m. - 3:35 p.m. (40)
<b>Instructional Minutes</b>	430 minutes	<b>Instructional</b>	430 minutes
<b>Conservatories - Monday, Tuesday, &amp; Thursdays (Fridays are reserved for performance and full rehearsals) Grades 7 - 12: 4:00 - 5:00 pm</b>			
Visual Arts	Theater / Music/ Dance	Robotics & Engineering	Game Design & Integration
<b>Min./Week</b>	180 minutes (Conservatory)		



**EARLY DISMISSAL**

**7-12th Grades Daily SAMPLE Schedule**

7-8th Grades		9-12th Grades	
Wednesday	Start and End Times	Wednesday	Start and End Times
Period 1/2	7:45 a.m. – 9:00 a.m. (75)	Period 1/2	7:45 a.m. – 9:00 a.m. (75)
Period 3/4	9:03 a.m. – 10:18 a.m. (75)	Period 3/4	9:03 a.m. – 10:18 a.m. (75)
Period 5/6	10:21 a.m. – 11:36 a.m. (75)	Lunch	10:18 a.m. – 10:48 a.m. (30)
Lunch	11:36 a.m. – 12:06 p.m.(30)	Period 5/6	10:51 a.m. – 12:06 p.m. (75)
Period 7	12:09 a.m. – 12:49 a.m.(40)	Period 7	12:09 a.m. – 12:49 p.m.(40)
<b>Instructional Minutes</b>	265 minutes	<b>Instructional Minutes</b>	265 minutes

**REGULAR DAY- EXAMPLE SCHEDULE - 7<sup>th</sup> GRADE**

P	Subjects	P	Subjects	<b>7<sup>th</sup> Grade</b>  English Language Development English Language Learners will attend ELD Avid Courses during Language in grades 7th and 8th.  Special Education Services Students who need special education support will receive services during their advisory period and push in content specific areas or as specified by their IEP  World Language / Electives Students in the 7th and 8th grades will be encouraged to take a world language course as early as 7th grade. Those that are not interested in learning a second language in 7th or 8th grade may take an elective course.
7:45-8:15	Advisory/College Readiness/RSP/ELD	A	Advisory/College Readiness/RSP/ELD	
8:15-8:35	Nutrition	8:15-8:35	Nutrition	
Periods 1/2 8:38-10:38	7th Grade English 7A	8:37-9:37	Physical Education 7B/D	
	7th Grade World Hist/Geo 7A	9:40-10:40	World Language (7A)/Elective	
10:41-11:38	World Language (7A)/Elective	10:41-11:38	7th Grade Mathematics 7B	
11:41-12:41	Physical Education 7A	11:41-12:41	7th Grade Science 7B	
12:41-1:11	Lunch	12:41-1:11	Lunch	
Periods 5/6 1:14-3:14	7th Grade Mathematics 7A	Periods 5/6 1:14-3:14	7th Grade English 7B	
	7th Grade Science 7A		7th Grade World Hist/Geo 7B	
Period 7 3:17-3:57	Performing Arts Elective	Period 7 3:17-3:57	Visual Arts Elective	

Anticipated Schedule - SY 2020-2021

<b>Events/Holidays</b>	<b>Dates</b>
<i>Summer Institute</i>	<i>July 27, 2020 - August 7, 2020</i>
First Day of School	August 10, 2020
Labor Day	September 7, 2020
<i>Non-Scholar Day / Institute</i>	<i>October 12, 2020</i>
Parent Teacher Conferences	October 26-29, 2020
<i>Early Release / Teacher PD</i>	<i>October 30, 2020</i>
Veteran's Day	November 13, 2020
Thanksgiving Recess	November 25 - November 27, 2020
Winter Recess	December 21, 2020- January 3, 2021
Martin Luther King, Jr. Day	January 18, 2021
Presidents' Weekend	February 15, 2021
Parent Teacher Conferences	March 22 – March 25, 2021
<i>Early Release / Teacher PD</i>	<i>March 26, 2021</i>
Spring Break	March 29 - April 2, 2021
Memorial Day	May 25, 2021
Last Day of School	May 28, 2021
<i>Professional Development Institute</i>	<i>May 31, 2021</i>

# Better World Conservatory of the Arts & Sciences

## 2021-2022 (DRAFT)

July '20						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27			30	31	

August '20						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September '20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October '20						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November '20						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December '20						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### School Calendar



**Better World Conservatory**  
of the Arts & Sciences

- Holidays & Closures**
- Aug 10 First Day of School
  - Jul 04 Independence Day
  - Sep 07 Labor Day
  - Oct 12 No School for Students/Teacher PD
  - Nov 13 Veterans Day
  - Nov 25-27 Thanksgiving Break
  - Dec 21 - Jan 8 Winter Break
  - Jan 18 MLK Day
  - Feb 12 Local Holiday
  - Feb 15 President's Day
  - Mar 29-April 9, Spring Break
  - May 25 Memorial Day
  - May 28 Last Day of School

- Quarters**
- \*Quarter 1 August 10 - October 9, 2020 (44)
  - \*Quarter 2 October 13- December 18, 2020 (45 d)
  - \*Quarter 3 January 11 - March 16, 2021 (44 d)
  - \*Quarter 4 March 17 - May 28, 2021 (45 d)
- Important Dates**
- Early Release Days
  - Holidays - No School
  - Professional Development Days/No School
  - Parent Conferences - Minimum Days



Regular Days 131  
Early Release Days 49  
Total School Days 180

January '21						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April '21						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May '21						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June '21						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## TEACHER RECRUITMENT

Students learn best with teachers who are knowledgeable of their subject field and are well trained to deliver rigorous instruction and attend to the diverse needs of each student as an individual. BWCAS, led by the principal and Executive Director, recruits highly qualified new and experienced credentialed teachers who demonstrate satisfactory progress toward full certification, fully meet the ESSA criteria as highly qualified teachers, and are committed to the school's key program elements and beliefs.

Recruitment of qualified candidates begins in December and is conducted via exposure at recruitment events at targeted colleges and universities with strong programs in the areas of focus; partnerships with university and non-university teacher pipeline programs; use of relevant online tools such as EdJoin and social media; and referrals from current staff within the school. Applicants are carefully assessed through a rigorous selection process conducted by school administrators. Once selected, teachers participate in professional development before the opening of school and throughout the school year.

## PROFESSIONAL DEVELOPMENT

At Better World Conservatory of the Arts and Sciences, all teachers and staff model humility and embrace the concept changing perspectives and being a lifelong learner (see Appendices for example PD Plan).

### Professional Development (PD) Opportunities

When	What
Two Weeks of Summer PD	Occurs before the start of the school year
Early Release Wednesdays	49 Days of Early Release PD
Full Day End of the Year Data and Planning	May 31, 2019
Prep Periods	<ul style="list-style-type: none"> <li>Teachers will engage in Critical Professional Learning Communities for Data Discussions, Shared Best Practices</li> <li>Content Specific PD</li> </ul>

### Critical Professional Learning Community

Teachers and staff members will continue their education through a balanced professional development series organized in the form of a Critical Professional Learning Community [CPLC] as well as through the yearly summer institutes. Professional development will offer teachers a balance between critical pedagogy and theory, and research-based, best practices in teaching.

**Summer Institute:** Each summer, teachers will receive formal professional development in the form of Institutes which build upon educational theories and relate them to actual practice. All teachers will be trained in the Common Core State Standards, thematic unit development, small-group instruction, data-driven decision making, project based learning, integration of technology, Positive Behavioral Interventions and Supports (PBIS), Multi-Tiered System of Support (MTSS), restorative classroom management, and their subject specific content areas. Other topics will include the following depending on the courses each teacher will teach:

- Reader's Workshop, Writer's Workshop, Math Workshop, Guided Math, Cognitive Guided Instruction (CGI), Next Generation Science Standards (NGSS), STEAM Practices, and English Language Development.

---

**CPLC:** The Critical Professional Learning Community [CPLC] will provide time for collaborative planning for teachers to share expertise and offer reciprocal guidance to one another. Data will be used to inform the instructional program and dialogue teachers as they plan their units and develop socially relevant projects.

**Critical Theory:** All teachers and staff will critically explore the effects of power, privilege, and perspective on education, regularly reflecting on how their internalized beliefs and ideologies about themselves and the world affect their work in the classroom. teachers will regularly participate in Socratic Seminars and literature circles, exploring the works of Paulo Freire, bell hooks, John Dewey, Angela Davis, Krishnamurti, Michelle Alexander, and more. Faculty members will also explore learning theories that relate to the program and support broader understandings of instructional practices.

**Reflective Praxis:** Faculty members will receive regular training on current best practices in teaching and learning. These trainings will afford teachers the practical, applicable tools that connect back to theoretical frameworks explored during theory days.

**Data Talks:** Teachers will meet bimonthly with grade level team members and as a whole school to discuss data, student progress, and strategies for the school community to meet individual student needs. Data will include benchmark assessments, unit assessments, writing samples, student work, etc. This data will inform the core instruction and small group instruction.

**Ed Led Labs:** At BWCAS, everyone is both a teacher and a learner. Teachers will have the opportunity to share their best practices or Passion Project with other teachers during Educator Led Labs or workshops. These workshops cultivate a community of teaching and learning where all teacher members actively contribute and enrich the teaching practices at the school.

**Passion Projects:** Like our students, teacher members will be provided time to explore and direct their own learning through a passion project related to pedagogy. Depending on their passions, teachers will inquire into new teaching practices, theories, and or research. They will then apply their new knowledge in their own classrooms and present their findings and learning during Ed Led Labs at least once per year.

**360 Degree Feedback:** Stakeholders from every level of the organization, including administrators, teachers, students, parents, classified staff, etc., will contribute to mid-year and end of the year evaluations for all staff members. These stakeholders will be trained at the art of offering and receiving feedback, be selected at random, and add to the evaluative process for every staff member.

**Grade Level Team Planning:** Teachers will meet weekly to plan transdisciplinary units. Depending on topics addressed in the unit, experts will be brought in to provide insight and feedback to teachers on the project, particularly as they relate to social justice or environmental justice. These experts may include but not be limited to environmentalists, engineers, lawyers, activists, organizers, health practitioners, and more.

**Observations and Feedback:** Teachers will regularly observe and offer feedback to their Critical Partners, focusing on various aspects of the instructional environment and

practices (i.e. classroom management, engagement, instructional delivery, rigor, etc.). Additionally, teachers will be observed and provided feedback by their administrative Point Person. This person will regularly provide feedback on the classroom environment and instruction, 1-on-1 debrief sessions, and coaching.

### Tiered Teacher Development

A tiered support model will be used to develop teachers in their instructional practices.

Tier 1 - All Faculty	Tier 2 - (In addition to Tier 1 supports)	Tier 3 - (In addition to Tier 1 and 2 supports)
<ul style="list-style-type: none"> <li>• Participation in the CPLC</li> <li>• Bi-monthly observation feedback from Point Person</li> <li>• Vertical calibration and planning meetings every 6-8 weeks</li> <li>• Weekly grade level planning meetings</li> <li>• Backward Mapping and planning to create units.</li> <li>• Data driven instruction</li> <li>• Interim Assessment</li> <li>• Ed Led Labs and Workshops</li> <li>• Minimum of two peer observations per year by “Critical Partner”</li> <li>• Passion Project / Self-Directed Learning Time</li> <li>• Classroom Management and Behavior Management</li> <li>• Inquiry Based Instructional Model</li> <li>• Differentiated Instruction</li> <li>• ELD training/S.D.A.I.E</li> <li>• Special education</li> <li>• Sexual Harassment</li> <li>• Mandated Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Increased observation and feedback from Point Person</li> <li>• In classroom modeling and guidance</li> <li>• Live coaching opportunities by Point Person</li> <li>• Added peer observations</li> <li>• Observation and feedback by “Critical Partner”</li> </ul>	<ul style="list-style-type: none"> <li>• Additional observation and feedback from different Point Person</li> <li>• In classroom modeling and guidance</li> <li>• Live coaching opportunities</li> <li>• Added peer observations</li> </ul>

Professional development will begin during the summer prior to the commencement of the school year. Teachers will return to school two weeks prior to the beginning of the school year for all-day professional development. All-day professional development will also take place four times during the school year during Pupil-Free Professional Development Days. In addition, teachers will meet weekly for grade-level meetings, common planning time, committee meetings, Institutes, and data meetings. All Better World Conservatory of the Arts and Sciences teachers will participate in professional development activities that develop the instructional practices that ensure educational equity for all students, including students with disabilities in its general education program.

Better World teachers will backwards plan horizontally across curricula and vertically across grade levels. Grade level teams will map out their year using the Common Core State Standards and build cohesive units that build upon one another and allow for students to demonstrate greater mastery across disciplines. Benchmarks and project-based performance assessments which allow

students to apply their knowledge will be calendared into the pacing plan for each semester, as well as reflections for both students and teachers to consider how they can improve as learners.

BCWAS leaders will monitor the school’s educational program by reviewing assessment data (e.g. CAASPP reports, benchmarks etc.) with teachers and help them determine approaches to intervention that will address individual student needs. Monthly data meetings will be held to support teachers in deconstructing their data, targeting supplemental instruction and modifying the instructional program accordingly.

### Leadership Growth and Development

School leaders will also participate in leadership growth and development throughout the school year. Below list some of the professional development areas Better World Conservatory of the Arts and Sciences will provide for school leaders.

Leadership Growth and Development		
<i>Supporting Structure</i>	<i>Frequency</i>	<i>Focus</i>
Monthly Leadership PD <i>Who:</i> Principal, Assistant Principal, Counselor	Monthly	Supervision of Instruction Data Driven Instruction System of Observation & Feedback Transformational Coaching Improving student learning CCSS and Rigor Social Emotional and behavior management, SSPT Teacher performance evaluation and growth plans Compliance and Critical Updates
Instructional Rounds (general education/special education) <i>Who:</i> Principal, Assistant Principal, Counselor	Three times a year	Instructional “look fors” Data Analysis Observation of teaching and learning with a focus on ELs and Special Education students Problem of Practice
Special Education Leadership PD <i>Who:</i> RSP Teachers, Psychologist, Counselor, Speech, Principal when appropriate	Once a Month	SpeEd teaching and learning - best practices Compliance/Procedures and protocols IEP procedures Review of SpeEd student progress
Weekly Individual one-on-one Coaching and Check In with Leaders	Weekly	Review of goals and data Observation and Feedback Building systems for the supervision of instruction

---

## MEETING THE NEEDS OF ALL STUDENTS

Better World Conservatory of the Arts and Sciences [BWCAS] believes that every student can achieve and demonstrate their learning in creative and meaningful ways. Therefore, Better World Conservatory of the Arts and Sciences will provide all of its learners rigorous, relevant, and responsive learning experiences that meet the needs of any diverse learning community that includes English Language Learners, Gifted and Talented Students, Students Achieving Below Grade Level, Socio-Economically Disadvantaged / Low Income Students, Students with Disabilities, and Students in Other Subgroups. The School will respond to individual learner needs by: first, assessing each learner's strengths, knowledge, and interests; second, developing an adaptive instructional plan that differentiates and individualizes according to each learner's needs; third, evaluating effectiveness of implementation of teaching practices and making improvements accordingly.

At BWCAS, we take the challenge seriously as educators to help every student achieve. We firmly believe that with strong first teaching in the classroom supported by targeted intervention as needed, every child can meet or exceed grade level expectations that are academic, social, or behavioral in nature. We recognize that students learn in different ways and we adjust our teaching to maximize the learning potential of every child. To promote academic success, we support students expand their skills and help them develop strengths in areas in which they struggle.

Since our constructivist, project-based educational program inherently values and accommodates differentiated learning, our special needs populations (academically low achieving students, special education, gifted, EL, and low socioeconomic level) automatically receive focused attention to their needs and strengths, as teachers implement individualized instruction based on data-driven assessments. Following are the additional components of our academic program that ensure that students are offered the most effective education possible:

- Small class sizes and low teacher-to-student ratios which allow the teachers to truly know their students
- Ample instructional planning time so that teachers can modify and create lessons and curriculum to meet the needs of individual students
- A culture among teachers of openness and collaboration, including regular team planning sessions and professional development activities, allowing teachers to learn from each other's varying expertise in handling learning differences
- Ongoing communication between teachers and parents and a commitment to work together for the education of their children
- Various forms of assessment that are used to guide instruction
- Learning goals that are clearly articulated
- High expectations for all students

Better World Conservatory of the Arts and Sciences will carefully create procedures and provide staffing resources to ensure that the needs of all students are met, including those who need additional support beyond the classroom to meet grade-level standards. Two core structures ensure that we monitor and address the needs of all students: Coaching Cycles and Student Success Progress Team meetings.

### Coaching Cycles

The Principal, Assistant Principals and other coaching team members at BWCAS meet with teachers to review the progress of every child in the class. In doing so, they will review the teacher's practices and students' performance in key assessments described more fully in Element 2. During these meetings, the teacher discusses goals for the year, as well as the progress of each student and any changes that have



---

been noticed since the last meeting, taking note of any strengths and areas of concern that may be academic, social, or behavioral in nature. Over time, these notes provide evidence of trends, patterns, or events that have influenced the teacher's practices and/or students' successes and can be used to better understand learning needs, individual styles, classroom differentiation strategies and appropriate interventions when necessary. The coaching team member and teacher engage in a reflective, rigorous conversation, and when faced with a student who poses a particular challenge, they initiate a Student Success Progress Team meeting.

### **Student Success Progress Team (SSPT)**

For students identified based on their assessment data and/or teacher or parent request as needing additional support, a Student Success Progress Team ("SSPT") meeting will be held. If a parent or teacher has a concern, a special meeting can be held, which can also lead to an SSPT. The SSPT typically includes the Principal, Assistant Principal, and/or other staff members. The teachers who are familiar with the student are included, and the student's parent/guardian may attend.

The SSPT works with parents/guardians, teachers and the students themselves to identify their learning needs and together they develop a plan for academic and social success. It is this plan that determines when, how often and for how long the team will meet. This decision is made separately for each individual situation, and the team continues to meet until the child has achieved success or meets the goals set.

During the meeting, the team records all pertinent information for the student. Goals are established and interventions are put in place to support the child. Responses might include instructional modifications, new behavioral strategies in the classroom, greater follow-up strategies implemented in the home, or a new approach to differentiation of instruction. This practice is an effective problem-solving strategy to address issues as they arise, and to monitor student progress.

In addition, BWCAS instructional program provides additional opportunities for students with a range of needs during the student's Advisory course and will be assigned to Study Hall/Avid course. During this period, students receive the additional academic, social, and emotional support that will help them succeed in their most rigorous courses.

### **ENGLISH LEARNERS (EL/ELLs)**

Better World Conservatory of the Arts and Sciences [BWCAS] will comply with all federal, state, and judicial mandates for English Learners. BWCAS believes in meeting the educational needs of all students in an environment that fosters an appreciation and understanding of other languages and cultures. Students at BWCAS will learn the California ELD Standards in tandem with the Common Core State Standards for ELA/Literacy. Students are engaged in the type of rich instruction called for in the Common Core State Standards for ELA/Literacy, with appropriate scaffolding that attends to their particular language learning needs. Students will be fully supported as they:

- Read, analyze, interpret, and create a variety of literary and informational text types
- Develop an understanding of how language is a complex, dynamic, and social resource for making meaning
- Develop an understanding of how content is organized in different text types across disciplines using text organization and structure, language features, and vocabulary depending on the purpose and audience
- Become aware that different languages and varieties of English exist

- Recognize their home languages and cultures as resources to value in their own right and to draw upon in order to build proficiency in English
- Contribute actively to class and group discussions by asking questions, responding appropriately, and providing useful feedback
- Demonstrate knowledge of content through oral presentations, writing, collaborative conversations, and multimedia work
- Develop proficiency in shifting registers based on task, purpose, audience, and text type.

Better World Conservatory of the Arts and Sciences will initially implement AUHSD's English Learner Master Plan until BWCAS collaboratively creates its own EL Master plan. Better World Conservatory of the Arts and Sciences shall administer the ELPAC annually as well as monitor the performance of English Language Learners. Better World Conservatory of the Arts and Sciences will follow the principles listed below:

1. English learners are held to the same high expectations of learning established for all students. Our work in meeting student needs can draw upon work in the fields of bilingual education and second language acquisition. Recognizing that the education of an EL student is multifaceted, we are to work towards not just supporting second language acquisition but all educational subjects and needs.
2. English learners develop full receptive and productive proficiencies in English in the domains of listening, speaking, reading, and writing consistent with expectations for all students. We recognize that while informal social language usually develops quickly, the academic use of language can take from 4-7 years, depending on the individual.
3. English learners are taught challenging academic content that enables them to meet performance standards in all content areas, including reading and language arts, mathematics, social studies, science, the fine arts, health, and physical education, consistent with those for all students.
4. English learners receive instruction that builds on their previous education and cognitive abilities and that reflects their language proficiency levels. We recognize that ongoing assessment using multiple measures is crucial to determine progress and to drive instruction that focuses on language acquisition and academic content. We further recognize the need to provide professional development for administrators, teachers, and all school staff to help support the learning of ELs in BWCAS.
5. English learners are evaluated with appropriate and valid assessments that are aligned to state and local standards and that take into account the language development stages and cultural backgrounds of the students.
6. The academic success of English learners is a responsibility shared by all educators, the family, and the community. The English Learner program strives to promote the family's role in the education of ELs and to promote open communication and avenues for involvement.

BWCAS will incorporate the following objectives with respect to English Learners.

- Provide appropriate learning settings for English Learners to acquire EL goals
- Increase proficiency in English in order to access to the core curriculum;
- Reclassify English Learners who meet established criteria and to monitor and support reclassified fluent English proficient students (R-FEPs);
- Develop a monitoring evaluation plan for determining program effectiveness for English to monitor and support reclassified fluent English proficient students (R-FEPs);
- Show evidence of academic achievement and the acquisition of English for EL students; Learners;
- Monitor growth and use data to improve programs;

- 
- Develop a Catch-Up Plan designed to provide student completion of grade level appropriate instruction; expectations at or near mastery within a five-year period
  - Devise a staff development plan that matches identified student needs with differentiated instructional strategies. The staff development plan will incorporate two goals:
    1. Assist staff in attaining CLAD/BCLAD training/certification; and
    2. Support staff in the implementation of Systematic ELD and SDAIE/SIOP teaching literacy strategies and implementation of curriculum guides.
  - Establish English Learner Advisory committee (ELAC) at BWCAS if 21 or more English Learners are enrolled in the charter with identified members who have been trained and can advise the principal and staff on all required areas.

### **PROCESS FOR IDENTIFYING ENGLISH LEARNERS**

Better World Conservatory of the Arts and Sciences will identify English Learner students through the Home Language Survey and will use the English Language Proficiency Assessment for California (ELPAC) to identify English Language Learners and to determine language proficiency performing levels of ELLs.

Upon initial enrollment, parents complete the Home Language Survey (HLS) section on the Student Enrollment Form, as required by state and federal law. The purpose of the HLS is to determine if a language other than English is used in the student’s home. Prior to completing the HLS, parents are to receive an explanation regarding its purpose and uses, as well as the possibility that their child may be given an assessment to measure their English language proficiency level. In particular, it should be made clear that the HLS is not used to determine a student’s language classification or immigration status.

The HLS consists of the following four questions:

1. What language did the student learn when he or she first began to talk?
2. What language does this student most frequently use at home?
3. What language do you use most frequently to speak to this student?
4. Which language is most often used by the adults at home?

#### **Educational Program(s) for English Language Acquisition**

Once students are identified as English Learners they are provided an effective English language acquisition program aligned to the California Common Core State Standards-English Language Development that offers meaningful access to the school’s academic core curriculum.

Instructional plans for English Learners (EL) are:

- (1) based on sound educational theory;
- (2) adequately supported with trained teachers and appropriate materials and resources; and
- (3) periodically evaluated to make sure the program is successful and modified when the program is not successful.

BWCAS will provide the same instructional program options as listed in Anaheim Union High USD EL Master Plan tailored to meet the diverse needs of ELs and the educational preferences of the parents of ELs. All program options guarantee access to a full, comprehensive curriculum with scaffolds and support for students at different English language proficiency levels. The ultimate goal of each program option is for ELs to prepare to participate fully in A-G courses and to graduate from high school ready for college and careers.

#### ***Educational Programs:***

- 
1. Structured English Immersion (SEI): Acquire English language proficiency and gain access to grade-level academic core content via differentiated instruction and appropriate supports.
  2. Mainstream English Program: Acquire English language proficiency and master grade level academic core content via differentiated instruction and appropriate supports.
  3. EL Newcomer: Rapid acquisition of academic English and acculturation to school in the U.S.
  4. Accelerated Learning Program for Long-Term ELs: Accelerated academic English and content mastery for ELs in CA schools five (5) full years without meeting RFEP criteria.

### **Parent Involvement and Ongoing Evaluation**

Better World Conservatory of the Arts and Sciences will facilitate different opportunities for parents to understand the ELPAC, its structure and importance. This will be conducted through various parent workshops taking place during the summer (orientations) and prior to the actual exam. In addition, parents will be informed via the school's newsletter, as well as, social media platforms of the ELPAC testing window, its importance and how to help students prepare for the test (i.e. sleep well before the test, eat a healthy breakfast at school/home and how to remove test anxiety).

Better World Conservatory of the Arts and Sciences will notify parents and guardians of their child's ELPAC results. If the student is to be reclassified, families will be informed of the next steps and the school will update the school records. Families will receive periodic ELD student progress reports.

### **MEANINGFUL ACCESS TO THE CURRICULUM**

Better World Conservatory of the Arts and Sciences will implement the use of the California English Language Development Standards to guide teachers in explicitly teaching the elements and features of the English language such as vocabulary, syntax, grammar, discourse, functions and conventions, as well as the comprehension and production of discipline-specific academic language (e.g., from math, science, social studies). BWCAS will provide teacher professional development focused on designing ELD lessons explicitly addressing specific English language demands of English Language Learners.

Better World Conservatory of the Arts and Sciences will implement the guidelines for effective ELD instruction provided by Saunders and Goldenberg (in CDE, 2010, pp.27-28):

1. A separate block of time is devoted to daily Designated ELD instruction.
2. ELD instruction emphasizes listening and speaking although it can incorporate reading and writing.
3. ELD instruction explicitly teaches elements of "*How Language Works*" in English (e.g., vocabulary, syntax, grammar, functions and conventions).
4. ELD instruction is planned and delivered with specific language objectives for each lesson.
5. ELD instruction integrates meaning and communication to support explicit teaching of language.
6. ELD instruction includes carefully planned interactive activities among students.
7. ELD instruction provides students with corrective feedback on form.
8. ELD teachers attend to communication and language-learning strategies during instruction.
9. ELD instruction emphasizes academic language as well as conversational language.

10. ELD instruction continues until students meet reclassification criteria.
11. ELs are carefully grouped by language proficiency for ELD instruction; they are in mixed classrooms, not segregated by language proficiency at other times of the school day.

### ESSENTIAL ACTIONS FOR ACADEMIC LANGUAGE SUCCESS

In addition, Better World Conservatory of the Arts and Sciences will implement the following essential actions when planning instruction for English Language Learners. The actions are evidence-based strategies for educators to apply in implementing standards-referenced, language-centered education. In that way, ELLs can have greater opportunities to experience success and thrive at the secondary level in preparation for college and careers.

<b>ACTION 1</b> Capitalize on the resources and experiences that ELLs bring to school to build and enrich their academic language.	<b>ACTION 2</b> Analyze the academic language demands involved in grade-level teaching and learning.	<b>ACTION 3</b> Apply the background knowledge of ELLs, including their language proficiency profiles, in planning differentiated language teaching.	<b>ACTION 4</b> Connect language and content to make learning relevant and meaningful for ELLs.
<b>ACTION 5</b> Focus on the developmental nature of language learning within grade-level curriculum.	<b>ACTION 6</b> Reference content standards and language development standards in planning for language learning.	<b>ACTION 7</b> Design language teaching and learning with attention to the sociocultural context.	<b>ACTION 8</b> Provide opportunities for all ELLs to engage in higher-order thinking.
<b>ACTION 9</b> Create language-rich classroom environments with ample time for language practice and use.	<b>ACTION 10</b> Identify the language needed for functional use in teaching and learning	<b>ACTION 11</b> Plan for language teaching and learning around discipline-specific topics.	<b>ACTION 12</b> Use instructional supports to help scaffold language learning.
<b>ACTION 13</b> Integrate language domains to provide rich, authentic instruction.	<b>ACTION 14</b> Coordinate and collaborate in planning for language and content teaching and learning.	<b>ACTION 15</b> Share responsibility so that all teachers are language teachers and support one another within communities of practice.	

<http://www.doe.in.gov/sites/default/files/elme/bdwidaessentialactions.pdf>

### PROCESS AND SPECIFIC CRITERIA FOR EL CLASSIFICATION

On an annual basis (on or about October 1), Better World Conservatory of the Arts and Sciences shall submit a certification to the California Department of Education that certifies that BWCAS will implement its own English Learner Master Plan which encompasses the following:

- How ELs' needs will be identified;
- What services will be offered;
- How, where and by whom the services will be provided;

- 
- How the program for English Learners is evaluated each year and how the results of this assessment will be used to improve those services (annual report of the assessments)

ELs are reclassified to fluent English proficient based on the following multiple criteria that are identified in the California Education Code and recommended by the State Board of Education (SBE). The minimum criteria to be considered for reclassification are:

- Score of “nearly met” or “met” on the most recent CAASPP/Smarter Balanced in English-language arts or have met grade level ELA benchmark goals.
- Overall English proficiency on the ELPAC of moderately developed or Well Developed with each domain score (Listening, Speaking, Reading, and Writing)
- Teacher evaluation based on student grades/progress report marks
- Parent consultation and approval

### **ASSESSMENT OF ENGLISH LEARNERS WITH DISABILITIES**

Students with disabilities participate in the state assessments for English Language proficiency as determined by their IEP team. IEP teams consider whether a student requires accommodations to participate in the statewide assessment, and specify which accommodations the student needs. If the team determines the statewide assessment is not appropriate for the student based on their individual needs and disability, the student participates in an alternate assessment to assess their English language proficiency. IEP teams use the participation criteria for alternate assessments provided by the California Department of Education to guide their decision making for participation in alternate assessments for individual students.

### **RECLASSIFYING ENGLISH LEARNERS WITH DISABILITIES**

A student with a disability may be reclassified as English proficient according to the same criteria as their general education peers. If an IEP team identifies that an alternate assessment is appropriate for a student, their performance on the alternate assessment is used as a measure of their English language proficiency in place of the statewide assessment to determine reclassification. IEP teams, which include the parent, determine whether a student has met the criteria for reclassification as identified by the LEA, with consideration of alternate assessments as a means to determine language proficiency and basic skills.

### **PROCESS FOR MONITORING PROGRESS OF ELs AND RECLASSIFIED (RFEP) STUDENTS**

1. School site administration and Instructional Leadership Team (ILT) will use data such as work samples, interim comprehensive assessments (ICA), Formative assessments, and performance in designated and integrated ELD to monitor progress of English Language Learners. Administration and the ILT will review data at the end of the trimester to determine identification of English Learners for extended high quality language development interventions.
  - a. School site administration and ILT will ensure teachers monitor student progress in core subjects and provide guidance for instructional decisions in integrated and designated ELD.
  - b. Incorporation of weekly professional learning communities (PLC) designed to examine trends in data, behavior, and overall student outcomes to develop collaboration around strategies to alleviate areas of concern in individual students as well as whole group trends.

- 
- c. Incorporation of monthly professional development in areas of need based on observation and student performance outcomes.
  - d. School administration will monitor disaggregated CAASPP data to determine effectiveness of English Learner Programs and refine program needs as data reflects needs.
  - e. School Sites will review and analyze English learner data from the accountability systems listed below and develop an instructional plan of action.
2. The ELPAC will be used to monitor progress towards English proficiency. BWCAS will use this assessment annually as well as internal formative assessment to determine English learner progress and provide the necessary intervention supports.

Better World Conservatory of the Arts and Sciences welcomes and responds to students' diverse range of student strengths, needs, and identities, and prepare graduates with the linguistic, academic and social skills and competencies needed for college, career and civic participation in a global, diverse and multilingual world.

Better World Conservatory of the Arts and Sciences will provide Long term English learners (LTELs) curriculum and instruction that emphasizes writing, academic vocabulary, language, and engagement. Clustered placement in heterogeneous and rigorous grade-level content classes mixed with English proficient students and taught with Specially designed academic instruction in English (SDAIE) strategies. Identified LTELs will be provided explicit language and literacy development across the curriculum. BWCAS teachers need to know their students and engage in careful analysis of the language demands of the content they are teaching, as well as develop skills in implementing appropriate instructional strategies.

The Principal, in collaboration with the teaching team, will ensure appropriate and timely communications with parents about EL classifications. The evaluation for the program effectiveness for EL/LTELs students at BWCAS will include:

- Adherence to school-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring of teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring of student identification and placement.
- Monitoring of availability of adequate resources.
- Provide Professional Development/Coaching and Monitoring in the use of SDAIE.

## **STRATEGIES FOR ENGLISH LEARNERS AND INTERVENTIONS**

Given the variety of English Language Learners in the Anaheim area and the instructional philosophy of the charter school, Better World Conservatory of the Arts and Sciences will prepare teachers for a multilingual environment. English Language Learners and LTELs will be supported through strong tier 1 instruction, utilizing a variety of instructional techniques to be used specifically with English Learners: Specially Designed Academic Instruction in English ("SDAIE") and Sheltered Instruction Observation Protocol ("SIOP") (described further below). In some cases, ELs and LTELs are provided supplementary intervention time to support their language acquisition. In instances when EL students require additional support, EL students work with an additional adult (e.g., Teaching Associate, reading specialist, etc.) to receive support in ELA/ELD, grouped together by ELD level when appropriate.

---

## Specially Designed Academic Instruction in English

Specially designed academic instruction in English (SDAIE) is a teaching approach that can be used across the curriculum to support EL students. It emphasizes the importance of supporting English Learners in acquiring academic-related skills and knowledge, while at the same time learning English through comprehensible second language input. The practice was based upon linguistic theories laid out by a number of researchers including Dr. Steven Krashen and Dr. James Cummins, who developed “Contextual Interaction Theory.” At the heart of the theory are two major components that impact the SDAIE classroom: “comprehensible second language input” and a “supportive affective environment.”<sup>14</sup>

Rather than focusing on language development, SDAIE focuses on *content* comprehension. Language is acquired because of the context in which it is contained. Teachers build vocabulary with their students and have high expectations for success of language acquisition and the concepts.

SDAIE encompasses solid teaching techniques that benefit all types of learners, offering particular support to students who are English Learners. The four major components of this teaching approach are:

- *A Visual Approach to Classroom Participation:* Teachers use models, kits, manipulatives, and gestures to show students what they are talking about.
- *A Hands-On Approach to Classwork:* Students learn faster with the use of manipulatives and task-oriented projects for them to build new vocabulary into their word banks.
- *Cooperative Learning Strategies:* Teachers structure learning opportunities through project-based learning and during workshop instruction for students to work together, be held individually accountable, and develop positive social skills. Students are more likely to try to practice their English skills in smaller groups.
- *Guided Vocabulary Techniques:* Teachers make conscious choices regarding the language used and how vocabulary will be introduced, practiced, and incorporated into all components of their lessons. Paying attention to clearly enunciate words and phrases, teachers will avoid idioms, colloquialisms and abbreviations.

The SDAIE approach seeks to teach both content and language in a cognitively demanding environment. The nature and goals of SDAIE lessons are to provide equal access to the curriculum of study. SDAIE strategies are consistent with multiple intelligence strategies, project-based learning theories, and special education disciplines.

**Sheltered Instruction Observation Protocol:** This is a research-based and validated instructional model that has proven effective in addressing the academic needs of English learners throughout the United States. The SIOP Model consists of eight interrelated components:

- Lesson Preparation
- Building Background
- Comprehensible Input
- Strategies
- Interaction
- Practice/Application
- Lesson Delivery
- Review and Assessment

---

<sup>14</sup> Krashen, S. (1982). *Principles and practice in second language acquisition*. Oxford: Pergamon.  
Cummins, J. (1991). Interdependence of first- and second-language proficiency in bilingual children. In E. Bialystok (Ed.), *Language processing in bilingual children*. Cambridge: Cambridge University Press.



---

Using instructional strategies connected to each of these components, teachers are able to design and deliver lessons that address the academic and linguistic needs of English Learners.

**Project GLAD:** Project GLAD is an instructional and professional development model in the area of language acquisition and literacy. GLAD strategies are specific methods of instruction for a successful English immersion education in a multi-lingual classroom.

According to its materials, the major components of this pedagogical approach include:<sup>15</sup>

1. **Teach to the highest:** A classroom environment that values the student and provides authentic opportunities for use of academic language and maintains the highest standards and expectations for all students.
2. **Brain research, metacognition, and second language acquisition:**
  - a. A time to activate and focus prior knowledge: inquiry charts, brainstorming, and clustering
  - b. An opportunity to insure a common base of understanding and scaffolding: direct experiences, films, visuals, and teachers' read-alouds.
  - c. Students taught how and encouraged to organize thoughts and texts utilizing multiple intelligences: graphic organizers, summaries, visuals, or contextual and semantic clues.
  - d. Metacognitive aspect of teacher and students modeling of how an answer was obtained not merely the correct answer.
  - e. A student set purpose for learning: motivating, stated result or goal, student choices, inquiry charts.
  - f. Chances to negotiate meaning from language and text: co-op activities for problem solving, social skills; heterogeneous grouping.
3. **Reading and writing to, with, and by students:**
  - a. Reading that stresses the purpose and joy before the skills; that begins with writing and reading one's own language; continues with immense amounts of being read to; time for silent sustained reading and silent sustained writing with oral book sharing and quick shares.
  - b. Direct teaching of concepts, vocabulary, or necessary skills; text patterns, academic language, writing patterns; decoding skills.
  - c. Writing that stresses the metacognitive use of reading and writing as a process; use of clustering/brainstorming to initiate writing; acceptance of developmental level of writer; editing and revising done only in appropriate place in the process. No over-editing in early drafts; not all writing brought to editing stage; use of conferencing methods to guide students through the process; use of logs for personal responses to texts or issues; use of interactive journals.
  - d. Big Books on walls, shared reading/writing experiences are only a few strategies for a language functional environment; use of personal interaction values oral ideas and cross-cultural respect.
4. **Strategies to foster respect, trust, identity, and voice (Cummins, Berman, Baron).**
5. **Ongoing assessment:** Use of a variety of assessment tools to provide reflection on what has been learned, how it was learned and what will be done with the information. Assessment, ongoing and summative, based on strengths, as well as needs.

In Project GLAD, the growth in scores of ELL students far exceeded the norm at the national level. Over the past 20 years, Project GLAD has received the following awards:

---

<sup>15</sup> <http://www.projectglad.com/>

- 
- United States Department of Education, OBEMLA, Project of Academic Excellence
  - California Department of Education Exemplary Program
  - Model reform program for the California School Reform Design
  - Training model for five Achieving Schools Award Winners.

SDAIE and SIOP are all intrinsic to constructivism, project-based learning, and multiple intelligences theory. These coordinated approaches ensure that all BWCAS students acquire English language skills in reading, writing, listening, speaking, viewing, and thinking, and proficiently meet grade-level ELA standards.

LTEs have very specific language learning needs and require a program with specific interventions. In order to meet these unique needs, LTEL students will be primarily scheduled in heterogeneous classes taught at their grade-level alongside students who are fluent in English.

Teachers regularly group students based on their need, utilizing CAASPP data, ELPAC results and all other forms of assessment described in this Charter. This ensures that LTELs will have access to rigorous, grade-level instruction and can benefit from participating in rich academic discourse. All teachers who teach LTELs will use SDAIE strategies to provide support and differentiation across all academic disciplines. A strong emphasis on developing academic language will be provided in these classes. Given that LTELs often suffer from low-motivation resulting from a variety of factors, teachers will place significant emphasis on engaging these students with high interest lessons and texts, strong relationship building, and positive outreach to students' families. Additionally, teachers will ensure that these students will be actively engaged and participate in classroom discussions and small group work to ensure that they will be able to take advantage of all opportunities to develop their language and literacy skills. A specialized ELD course designed for LTELs may also be provided when necessary and appropriate. This course would provide targeted support in addition to the grade-level course in English Language Arts.

### **Monitoring and Evaluation of EL Program Effectiveness**

Each school year, school leadership will take steps to ensure Better World Conservatory of the Arts and Sciences is effective for our English Learner population. As part of this, leadership partakes in an annual analysis of our ELD program and will go through the following items to evaluate, refine and adjust instructional practices for the following school year. Progress monitoring is conducted by staff on an on-going basis, including an administrator (Principal or Assistant Principal) and teachers of select EL and LTEL students.

- Analyze adherence to academic benchmarks as dictated by the newly adopted ELA standards
- Monitor academic data of each EL and LTEL and his/her progress based on the number of years within our program to determine if (s)he has experienced adequate yearly progress and assess what additional supports (s)he might need; targeted focus will be placed on LTELs
- Monitor academic data of the entire EL subgroup to evaluate BWCAS's approach and success with this portion of our student population
- Continue to monitor the academic data of RFEP students to ensure their continued success and progress within all areas of academic development
- Monitor and support teachers to explicitly identify and teach concrete language objectives and academic vocabulary within daily instruction and unit plans
- Monitor teacher qualifications and the use of appropriate instructional strategies based on program design

- 
- Monitor student identification and placement
  - Monitor availability of adequate resources

#### **English Learner Advisory Committee (ELAC)**

BWCAS will have a committee comprised of parents, staff, and community members specifically designated to advise school officials on English Language Learner program services if BWCAS has over 21 English Learner students. The ELAC committee shall be responsible for advising BWCAS on programs and services for English learners and on the development of the school's LCAP plan.

#### **GIFTED AND TALENTED STUDENTS**

Better World Conservatory of the Arts and Sciences will meet the needs of gifted and talented students and students achieving above grade level (collectively, "GATE") by seeking to identify these students and ensuring that they receive daily, differentiated classroom instruction relevant to their needs, including enrichment, which might consist of independent study and original research opportunities, and flexible pacing strategies. In addition, the Program for Gifted and Talented Students will include monthly activities, options to participate in interest clubs and/or science and art fairs, student portfolios, and annual showcases. While these activities are for all students, GATE students may have advanced requirements. All students will have access to the activities, but assignments may be differentiated.

BWCAS GATE program will provide challenging curriculum and instruction to gifted and talented students capable of achieving significantly beyond the level of their peers. Our criteria will extend beyond the intellectually gifted to students who are gifted, talented, or both in areas such as specific academic ability, leadership, visual and performing arts, and creativity. Differentiated curriculum based on the core curriculum will be provided during the regular school day through part-time and cluster grouping. Other differentiated learning activities will include extended day classes, Saturday seminars, independent study, acceleration, Advanced Placement (AP), honors, Spanish as a world language as distance learning program, and online college-level courses offered to high-school age youth such as Stanford University's Education Program for Gifted Youth (EPGY).

At the start of the school year, Better World Conservatory of the Arts and Sciences will hold a GATE parent advisory meeting to discuss the GATE Program and requirements. Every quarter, BWCAS will hold a GATE parent advisory meeting to discuss issues regarding the GATE Program, social and emotional issues related to GATE and high-achieving students and other topics of interest to parents of GATE and high-achieving students. The GATE Program is implemented by the classroom teachers and overseen by the school principal and a teacher designee. Teachers will meet with the Principal and teacher designee at the beginning of the year to review student subgroup data, and receive class lists identifying students' GATE status.

#### **Categories and Process of Identification**

GATE students exhibit excellence or the capacity for excellence far beyond that of their chronological peers. Students whose abilities fall into one or more of the categories below may be considered for participation in the GATE Program.

#### **Process of Identification**

##### **High Achievement Ability**

The identification process as stated below will be based on consistent demonstration of advanced performance beyond what is expected for students earning an A on our 4 point grading rubric and on

---

student work and assessments in addition to criteria described below, beginning with a referral by the student's teacher or parent (after consulting with the teacher).

- A Screening Committee will gather documentation including any standardized test scores, cumulative records and report cards from the teachers and parents. The Committee will make a preliminary recommendation for consideration on the eligibility of the student. The recommendation will be forwarded to Total Education Solutions for intellectual ability testing, for high achievement or specific ability designation. When a decision is made by the Student Success Team (SST), the parent will be notified, in writing, of the student's eligibility.
- The SST will be a school site team, which reviews individual student strengths and problem areas. It therefore will monitor the performance of all student subgroups (included those classified as Gifted and Talented). The SST will plan, strategize and organize resources for addressing problems and concerns. A student will be selected for discussion by the SST by a classroom teacher (or an administrator or counselor) who indicates that the student's learning, behavioral and/or emotional needs are not being adequately met under existing circumstances.
- Categories under which a student may be identified as gifted include intellectual ability in which the student's general intellectual development is markedly advanced in relation to their chronological peers. This category includes those students designated highly gifted who score 145 or above on an individualized intelligence test, or 99.9 on a group intelligence test.
- A student may also be identified under the category of high achievement. These students consistently function for two consecutive years at highly advanced levels in Total Reading and Total Math on standardized tests such as California Achievement Test. Another criterion considered is a GPA of 3.5 or above.
- A student may be identified under the category of specific academic ability. These students consistently function for three consecutive years at highly advanced levels in either Total Reading or Total Math on standardized tests such as California Achievement Test. Students in grades 9-12 may also be referred in either science or social science.

#### Leadership Ability

- Students who show confidence and knowledge, influence others effectively, have problem-solving and decision-making skills, express ideas in oral or written form clearly, show a sense of purpose and direction (as determined by administrator and teacher observations), and who participate in documented community service projects are eligible to participate in the GATE Program.

#### Search and Referral

The school principal and teacher designee will develop an initial list of potential candidates through the process of reviewing state standardized testing data, internal benchmark assessments, personal observation, and feedback from teachers, parents and administrators. Parents are provided with a questionnaire to obtain more information about the students. In addition, teachers can refer students based on classroom observation of the pace at which students learn, depth of understanding of topics studied, and depth of knowledge reflected in students' special interest areas.

#### Notification of Eligibility or Non-Eligibility

BWCAS will notify the parents of the student's eligibility (or non-eligibility) and provide parents with a program overview. The school principal will place an orange folder in the cumulative files containing the Report on Eligibility or Non-eligibility. A Parent Consent for Participation in the GATE Program must be signed and placed in the orange folder of each student participating in the program.

---

### **Professional Development for Teachers of GATE Students**

Teachers teaching GATE students will work towards their GATE certificate designed to provide educators with the knowledge and unique skills needed to effectively work with GATE students in both regular and special classroom settings. All teachers will be provided access to Byrdseed Gifted Education, a website dedicated to the unique academic, social, and emotional needs of gifted learners, and Byrdseed TV, a collection of videos designed to help teachers integrate learning opportunities for gifted learners into the regular classroom setting. In addition, Ian Byrd, the founder of Byrdseed Gifted Education, will be scheduled for a professional development session sometime during the 2020-21 school year.

### **Progress Monitoring**

The academic progress of GATE students will be monitored by the school principal and teacher designee. A progress report reflecting grades, awards, and recognition for community service will be placed in the student's orange folder.

### **Gifted Education Plan**

BWCAS will set clear expectations for the school community and provide a quality, standards based gifted and talented program that demonstrates academic rigor. BWCAS will provide a description of gifted and talented program to parents. Progress of gifted and talented students will be monitored based on data in their personal learning plan and by disaggregated interim and state assessment data. The gifted and talented program will include:

- Flexible grouping of students
- Honors programs
- Strategies for the increased enrollment of all sub-groups
- Differentiated instruction in the classroom in all areas of the core curriculum
- Parent involvement
- Professional development offerings for coordinators, teachers, administrators and support staff to support academic and talent excellence in students

Our goal is to increase the identification of gifted and talented students, to provide professional development for teachers in the instruction of Advanced Placement courses and gifted students, and to provide parent education on strategies to address the needs of gifted and talented students.

**Acceleration:** Acceleration is a strategy that adjusts the pace of instruction to the gifted student's capability for the purpose of providing an appropriate level of challenge. Acceleration offers a way to meet the needs of highly able students when other forms of differentiation at grade level do not provide enough challenge. Research documents the academic benefits and positive emotional outcomes of acceleration for gifted students when the needs of the student are carefully matched with the form of acceleration used. Additionally, all the online digital program providers will take students from where they are and move them forward. For example, CompassLearning has an additional section at the end of each section to dig deeper into the topic being studied with enrichment and acceleration. Furthermore, APEX provides a wide variety of online Advanced Placement classes.

**Grouping Practices:** Flexible grouping enables students with advanced abilities and/or performance to receive suitably challenging instruction. Flexible grouping allows more appropriate, advanced, and accelerated instruction that more closely aligns with the rapidly developing skills and capabilities of gifted students. Gifted children may not be gifted in all academic areas; therefore, grouping placements are flexible for part time flexible periods of time or activities when there are few identified gifted students in school.

---

**Regular Classroom:** Our goal is to provide appropriate educational practices that motivate and challenge all students to - achieve their potential. To optimally provide for learners in our regular classrooms, teachers will:

- Create an environment that is responsive to learners
- Assess each learner's knowledge, understanding, and interest
- Integrate the intellectual process including both cognitive and affective abilities
- Differentiate and individualize the curriculum to meet each learner's needs
- Evaluate learning and teaching, reflecting on the information obtained from formative and summative assessments to adapt the learning plan and modify instruction and/or the instructional program as needed
- Progress of students in this subgroup will be monitored through the SST process.

## **STUDENTS ACHIEVEING BELOW GRADE LEVEL**

### **Students Achieving Below Grade Level in ELA and Mathematics**

In order to address the needs of students achieving below grade level, Better World Conservatory of the Arts and Sciences will ensure the following is implemented:

1. Students not performing at grade level will be identified using the CAASPP ELA and Math scores as well as benchmark and formative assessments.
  - a. The instructional leadership team disaggregates the data by overall performance in both ELA and Mathematics and review the claim level data down to the target list of standards.
  - b. This data is then presented to the entire school team to discuss appropriate and researched based interventions that can be implemented to support student achievement in both content areas.
2. Once students achieving below grade level are identified with specific areas of need, targeted instruction is then implemented in a variety of settings.
  - a. Small group instruction is embedded during the day in both ELA and/or Math particular to the areas of need.
  - b. Teachers collaborate with all disciplines in mind to review how to best integrate ELA and Math CCSS in unit and lesson design.
  - c. Students performing below grade level are also invited to Saturday intervention courses led by teachers, instructional assistants and monitored by school administration.
3. School leaders, coaches, and educators will review student data to monitor progress and to inform instructional practices and interventions. Instruction is then implemented in a variety of settings.
4. School data and performance will be reviewed with all educators in professional development, PLCs, and during Student Success Progress Team (SSPT) meetings.
5. Common formative assessments as well as interim comprehensive assessments (ICAs) will be administered in order to measure student growth.

### **Strategies to Improve At-Risk Performance**

Better World Conservatory of the Arts and Sciences will monitor the performance of at-risk students by implementing the following:

1. *Early Detection:* BWCAS will use diagnostic assessments in Reading, Writing, and Math to help us identify struggling students within the first four weeks of school, and every two months thereafter.
2. *Family Communication:* BWCAS will inform the families as soon as academic performance reaches a level of concern. Parent workshop on strategies to support their child at home will be

made available to families. Weekly academic performance progress reports will be sent to families to ensure frequent and timely communication about their child's performance.

3. *Teacher Collaboration:* BWCAS Teachers will meet every two weeks to compare their student data, discuss students, and discuss/provide instructional strategies, interventions and enrichment.
4. *Direct Intervention:* Despite the significant amount of individualization built into the Better World Conservatory curriculum, some students may need more support than others. Intervention opportunities will be available for our "at risk" students during the school day as well as in the after-school program each day.
5. *Ongoing Assessment:* Data is gathered both through frequent interim assessments performed in the subject areas. Teachers will have the tools they need to track all of their students and make sure they are not falling behind again in the areas where they received intervention.

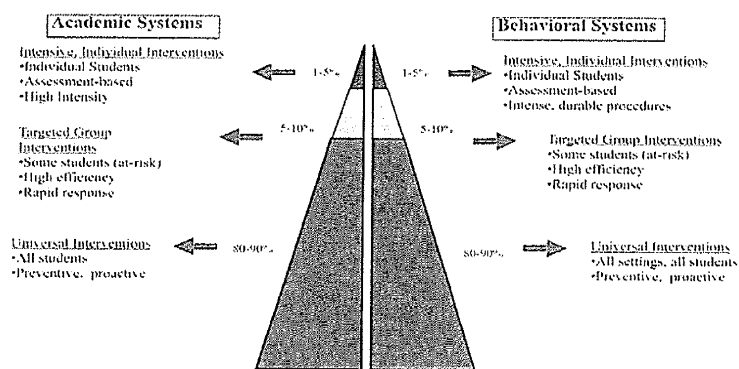
### SOCIO-ECONOMICALLY DISADVANTAGED/LOW INCOME STUDENTS

Better World Conservatory of the Arts and Sciences is dedicated to serving all students, including those who would be at risk of not meeting proficiency on state exams. We will identify at-risk students based on the data collected through standardized tests scores, exiting records, services provided at their previous schools, interviews with their parents and those who are operating at least one year below grade level in Reading, Writing, Math and Oral Language as measured through our interim assessments.

Recognizing that Better World Conservatory of the Arts and Sciences will have a majority of socioeconomically disadvantaged students, who have unique academic challenges and come from varied demographic backgrounds, we will further assist these students by providing small group intervention and remedial instruction utilizing additional personnel specifically designated to assist this group. Additionally, we will enhance their educational experience by providing the necessary learning materials needed to aid this process, travel and school project experiences, after-school tutoring, computer and computer-aided tutorials, with the goal to improve student learning. These specific interventions will be provided through the use of Title I and after school funding.

Both academic and behavioral systems will be in place to support struggling students. Academic interventions will begin with the universal interventions all students have access to followed by targeted group interventions. Access to intensive individualized interventions for those students in need will be available in a variety of settings including before and after school interventions as well as in class supports.

#### Designing School-Wide Systems for Student Success



---

## STUDENTS WITH DISABILITIES

Better World Conservatory of the Arts and Sciences will comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities Education Improvement Act (“IDEA”).

### **SELPA Affiliation**

Better World Conservatory shall initially be deemed, by default, a public school of the Anaheim Union High School District for purposes of Special Education, pursuant to Education Code Section 47641(b). However, BWCAS reserves the right to become its own local educational agency (“LEA”) and shall apply directly for membership in a Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). Better World Conservatory of the Arts and Sciences intends to apply for and receive membership in the El Dorado County Charter SELPA. Upon acceptance in the SELPA, Better World Conservatory will provide the District evidence of membership. Better World Conservatory of the Arts and Sciences application and acceptance as an independent LEA member of a SELPA shall not be considered a material revision to this charter. As an LEA member of the SELPA, Better World Conservatory of the Arts and Sciences Shall receive state and federal revenues directly, in accordance with the SELPA’s allocation plan.

Better World Conservatory may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. Better World Conservatory may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

Better World Conservatory shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by Better World Conservatory shall be accessible for all students with disabilities.

### ***School of the District***

So long as BWCAS operates as a public school of the District for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and Section 1414, Title 20 of the United States Code, the District will provide an equitable share of special education services and/or funding for students enrolled at BWCAS, to the extent required by law and in the manner specified in the MOU.

BWCAS agrees to collaborate with the District to respond to inquiries and request and provide access to information and records, as needed, and shall be responsible for maintaining confidentiality of students’ records.

### ***LEA for Special Education***

If BWCAS makes written verifiable assurances that it will become an independent local educational agency (LEA) pursuant to Education Code Section 47641(a), BWCAS will assume full responsibility for providing special education and related services to eligible BWCAS students, in accordance with state and federal law.

BWCAS will follow policies and procedures of the SELPA in which it is a member and shall utilize SELPA forms and information systems necessary to identify and serve students who qualify for special education. BWCAS agrees to collaborate with the SELPA to respond to inquiries and request and provide access to information and records, as needed, and shall be responsible for maintaining confidentiality of students records.



---

*School of the District*

So long as BWCAS operates as a school of the District for special education purposes, in order to comply with state and federal *Child Find* requirements, BWCAS will follow the applicable District policies and procedures to identify students who may have a disability that qualifies them to receive special education services. BWCAS will collaborate with the District to ensure timely transfer of Individualized Education Program (IEP) records and will utilize District policies, procedures, and forms to appropriately identify and refer students for special education.

*LEA for Special Education*

If BWCAS becomes an independent LEA for special education purposes, BWCAS shall be solely responsible for compliance with state and federal Child Find requirements. BWCAS shall implement policies and procedures of the SELPA in which it is a member to ensure timely identification and referral of students suspected of having a disability.

**Referral for Assessment**

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. BWCAS internal method for referral for assessment will be the SST. Parents/guardians will be informed that special education and related services are provided at no cost to them.

*School of the District*

The parent/guardian of any student suspected of needing or qualifying for special education services may make a referral for an evaluation. If the referral is made verbally, BWCAS shall assist parent/guardian to submit a request in writing. So long as BWCAS operates as a school of the District for special education purposes, and unless otherwise agreed to in the MOU, BWCAS will notify the District within 2 days of any such referrals and will work collaboratively with the District to respond to the request in writing within 15 days.

If BWCAS, in collaboration with District, concludes that an assessment is appropriate, the parent/guardian will receive a written Assessment Plan within 15 days. The parent/guardian will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent/guardian permission. The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent’s/guardian’s written consent for assessment.

*LEA for Special Education*

If BWCAS operates as an independent LEA for special education purposes, then, in the event that BWCAS receives a written request for evaluation, it will be solely responsible for working with the parent/guardian to address the request and shall follow SELPA policies, procedures, and timelines. BWCAS shall respond to a written request for assessment within 15 days.

If BWCAS concludes that an assessment is appropriate, the parent/guardian will receive a written Assessment Plan within 15 days. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent/guardian permission. The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent’s/guardian’s written consent for assessment.

**Assessment**

*School of the District*

---

So long as BWCAS operates as a school of the District for special education purposes, and unless otherwise agreed to in the MOU, upon receipt of signed Assessment Plan, the District will be responsible for conducting special education assessments in all areas of suspected disability if deemed appropriate by the District. BWCAS will work collaboratively with the District to conduct an evaluation. Assessment procedures will be conducted in the student's primary language, and BWCAS will work with the District to provide an interpreter, if needed. The Principal will be responsible for gathering all pertinent information and sharing such information with District, as needed.

### *LEA for Special Education*

If ISSAC operates an LEA for special education, BWCAS shall be solely responsible for conducting special education assessments deemed necessary and appropriate by BWCAS. The Principal will be responsible for gathering all pertinent information and arranging for assessments to be conducted in all areas of suspected disability.

Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

BWCAS will follow the following assessment guidelines. If a conflict with SELPA policies and procedures exists, then SELPA policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent's written consent for assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- Assessments must be conducted by a person with knowledge of the student's suspected disability, and administered by trained and knowledgeable personnel and in accordance with any instructions provided by the producer of the assessments. Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist;
- Assessments will be selected and administered so as not to be racially, culturally, or sexually discriminatory;
- Assessments will be delivered in the student's primary language, and a qualified interpreter will be provided if needed;
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable; and
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

---

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student's eligibility for special education. BWCAS will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents/guardians will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

### **Development and Implementation of IEP**

Every student who is assessed for special education will have an IEP that documents assessment results and eligibility determination for special education services.

#### ***School of the District***

So long as BWCAS operates as a school of the District for special education purposes, BWCAS will work with District to develop IEPs and to provide modifications, accommodations and services pursuant to each student's IEP. The school will seek to include all students with disabilities in the Least Restrictive Environment (LRE) with non-disabled peers to the maximum extent appropriate. However, if a student's IEP team determines that the student requires placement outside of a general education classroom, the school will work with District, to provide the necessary placement and/or services.

BWCAS views the parent/guardian as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. The school, in collaboration with District, will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process.

A copy of the IEP will be given to the parent/guardian in accordance with state and federal laws. Upon the parent or guardian's written consent, the IEP will be implemented by BWCAS, in cooperation with the District as agreed upon in the MOU.

#### ***LEA for Special Education***

If BWCAS operates an LEA for special education, BWCAS shall be solely responsible for ensuring that all aspects of the IEP and school site implementation are maintained. BWCAS will provide modifications and accommodations outlined within each individual's IEP and serve each student in the Least Restrictive Environment (LRE).

Each student who has an IEP will have an IEP team that oversees the IEP Development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team will include all of the following members:

- The parent or guardian of the student for whom the IEP was developed;
- The Student, if appropriate
- The Principal;
- At least one special education teacher;
- A General Education teacher who is familiar with the curriculum appropriate to that student, if the student is, or may be, participating in the general education environment;
- A SELPA Special Education Representative, if appropriate;
- If the child was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results;
- Others familiar with the student may be invited as needed.

---

BWCAS will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent cannot attend the IEP meeting, the school will ensure his/her participation using other methods, such as conferencing by telephone or meeting at the parent's home.

A copy of the IEP will be given to the parent/guardian in accordance with state and federal laws. Upon the parent or guardian's written consent, the IEP will be implemented by BWCAS. The IEP will include all required components and be written on SELPA forms.

The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance;
- The rationale for placement decisions, including cogent and responsive explanations for the recommendations;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student's current level of performance and appropriately ambitious for his/her circumstances; The goals and objectives will also be linguistically appropriate, as per Ed Code Section 56345(b).
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided;
- Accommodations necessary to measure the academic achievement and functional performance of the pupil on state and district assessments;
- For students 16 years of age and older, measurable postsecondary goals related to training, education, employment and independent living skills, along with transition services needed to assist the student in reaching those goals
- The IEP shall be reasonably calculated to enable the child to make progress appropriate in light of his/her circumstances.

IEP meetings will be held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress;
- After the student has received a formal assessment or reassessment;
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request);
- When an Individual Transition Plan (ITP) is required at the appropriate age;
- When BWCAS seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

### **Special Education Strategies for Instruction and Services**

Better World Conservatory of the Arts and Sciences will comply with the federal mandate of the "least restrictive environment", meaning that the school will make every attempt to educate special education students along with their non-disabled peers. BWCAS will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring through BWCAS after school. Each student's IEP requires different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built

---

around the student's needs and how these fit within the general educational program of the school. The instruction outlined in each student's IEP will be delivered by personnel qualified to do so.

Better World Conservatory plans to implement a pull-out/push-in method to provide services for students with special needs. When possible, Special Education and general education teachers collaborate to differentiate instruction and modify curriculum for students with special needs. Better World Conservatory plans to also provide speech, occupational therapy, counseling, adapted physical education, educational-related intensive counseling services, recreational therapy, and behavior intervention supports.

Better World Conservatory of the Arts and Sciences plans to focus on meeting the social-emotional and behavioral needs of students with special needs. Recognizing the importance of providing our students the right supports in an inclusive least restrictive environment, our moderate/severe students receive explicit instruction on social skills such as how to initiate and sustain appropriate social interactions with peers, how to adapt to peers' behaviors, and how to become role models of appropriate behavior. This explicit instruction allows students to internalize the strategies necessary to develop appropriate self-confidence and the ability to read appropriate social cues.

In order to help students who need special services or a "reasonable accommodation," classroom modifications are made as outlined in each student Individual Education Plan (IEP). The following modifications or accommodations may be used by the classroom teachers, in coordination with the Student Success Progress Team, for students who are at-risk, including foster youth or students with other potential risk factors, depending on the student's specific need:

- **Materials.** Utilize materials that customize to the student's need, such as using highlighted or underlined reading materials, visual aids, concrete manipulative materials, technology based instructional programs, or supplies that adjust to the specific needs of the student.
- **Methods.** Customize instructional strategies to the student's need, such as providing modeling, coaching and scaffolding, visual clues, customized content delivery approaches, organizational aids, peer tutors, note taking supports, customized language for directions, or manipulatives.
- **Assignments.** Provide assignments that allow students to be more successful, using strategies such as giving directions in small, distinct steps (written/picture/verbal), lowering difficulty level, reducing paper and pencil tasks, providing extra cues or prompts, developing compensatory procedures through an alternate assignment or strategy, and avoiding penalizing for penmanship.
- **Pacing.** Adjust the pacing of work in order to facilitate success through reduction of paper and pencil tasks, extended time requirements, varied activities, provision of breaks, and developing strategies to preview materials.
- **Testing.** Adjust testing by providing tests orally, reading the test to the student, using visuals or pictures, giving similar questions in the classroom setting before the test, allowing dictation, shortening the test length, and administering the test outside of the classroom setting.
- **Environment.** Adjust the student's environment through preferential seating, altered physical room arrangement, concrete area definition, quiet space for the student, and elimination of visual distractions.

All teachers at BWCAS will receive ongoing professional development regarding special education policies, strategies for working with learning, physical and other differently abled students, and classroom practices that support students with diverse learning styles and abilities. Among the topics that will be discussed during professional development sessions will be:

- Early identification and symptoms of learning, physical and other different abilities
- Classroom accommodations for specific, observed behaviors
- What to do when a teacher or parent suspects a child may be disabled?

- 
- All instructional staff, as well as other appropriate staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including those sponsored by OCDE or Special Education Local Plan Area (“SELPA”).
  - As appropriate and as indicated in a child’s IEP, all students with disabilities will be fully integrated into the programs at BWCAS, with the necessary materials, services, and equipment to support their learning. The school will ensure that any student with a disability attending BWCAS is properly identified, assessed and provided with necessary services and supports.
  - As indicated earlier in the instructional program in Element One, BWCAS intends to implement Project Based Learning. Project-based learning approach has been shown to foster inclusion which benefit students with special needs. Participation in projects will be observed to help develop in special needs students, collaboration and communication skills as well as acquisition of knowledge. (Filippatou, D., & Kaldi, S. (2010). Many key markers of successful inclusion programs are also the foundations of project-based learning, such as differentiated instruction, interdisciplinary content, technology, collaboration, supports and accommodations, self-determination, and authentic assessment. Project Based Learning has been observed to foster meaningful inclusion because its teaching practices are geared toward creating an engaging and dynamic learning environment that are known to serve students with a wide range of disabilities<sup>16</sup>.

### **Identification of Students with Disabilities**

As indicated earlier in the Charter, school data and performance will be reviewed with all educators in professional development sessions, PLCs, and during Student Success Progress Team (SSPT) meetings and will implement steps for early detection, family communication, teacher collaboration, direct intervention, and ongoing assessments. BWCAS understands its responsibility to ensure that all children with disabilities who need special education and related services are identified, located, and evaluated, regardless of the severity of the disability.

BWCAS will implement a multi-tiered instructional and support framework, often referred to as Response to Intervention (RTI) or MTSS, prior to referring a child for an evaluation under IDEA. However, BWCAS shall ensure that child find identification occurs in a timely manner and that no procedures or practices result in delaying or denying this identification. A parent/guardian or BWCAS staff member may request an initial evaluation at any time to determine if the child is a child with a disability, regardless of whether the child has participated in an RTI/MTSS framework. Special education referrals shall be made only after general education supports and interventions have been considered and provided, as appropriate. BWCAS may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate. No assessment or evaluation will be used for admission purposes.

### **Referral for Assessment**

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. Better World Conservatory of the Arts and Sciences internal method for referral for assessment will be the Student Success Progress Team (SSPT). Parents/guardians will be informed that special education and related services are provided at no cost to them.

### ***LEA for Special Education***

---

<sup>16</sup> Uliasz, K. (2016) [http://www.bic.org/blog/inclusive\\_special\\_education\\_via\\_pbl](http://www.bic.org/blog/inclusive_special_education_via_pbl).

---

In the event that BWCAS receives a written request for evaluation, it will be solely responsible for working with the parent/guardian to address the request and shall follow SELPA policies, procedures, and timelines. BWCAS shall respond to a written request for assessment within 15 days. If BWCAS concludes that an assessment is appropriate, the parent/guardian will receive a written Assessment Plan within 15 days. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent/guardian permission. The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent's/guardian's written consent for assessment.

### **Development and Implementation of IEP**

Every student who is assessed for special education will have an IEP that documents assessment results and eligibility determination for special education services.

#### *LEA for Special Education / School of the District*

So long as BWCAS operates as a school of the AUHSD for special education purposes, BWCAS will work with AUHSD to develop IEPs and to provide modifications, accommodations and services pursuant to each student's IEP. The school will seek to include all students with disabilities in the Least Restrictive Environment (LRE) with non-disabled peers to the maximum extent appropriate. However, if a student's IEP team determines that the student requires placement outside of a general education classroom, BWCAS will work with AUHSD to provide the necessary placement and/or services.

If BWCAS is able to become its own LEA through EL Dorado SELPA as mentioned earlier, then BWCAS shall be solely responsible for ensuring that all aspects of the IEP and school site implementation are maintained. Better World Preparatory will provide modifications and accommodations outlined within each individual's IEP and serve each student in the Least Restrictive Environment (LRE).

Each student who has an IEP will have an IEP team that oversees the IEP development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team.

**IEPs for English Learners will include linguistically appropriate goal and objectives. BWCAS will address the following in IEPs for EL students:**

- The IEP indicates if the student is classified as an English learner
- The IEP includes information about the student's current level of English language proficiency in listening, speaking, reading, and writing (based on current ELPAC or alternate assessment scores/levels)
- The IEP indicates if testing accommodations or modifications are needed for the student to take the ELPAC or if the student requires an alternate assessment and, if so, what the alternate assessment(s) utilized will be
- The IEP includes how English language development needs will be met and who will provide those services, including the setting, duration and frequency
- The IEP indicates if primary language support is needed
- The IEP indicates what language will be the language of instruction

- 
- The IEP includes goals and objectives that are linguistically appropriate. Linguistically appropriate goals will align to the student's assessed level on the ELPAC (or designated alternate assessment) and the CA ELD Standards

**IEP meetings will be held according to the following schedule:**

- Yearly to review the student's progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress;
- After the student has received a formal assessment or reassessment;
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress (consistent with state and federal law, IEP meetings will be held within 30 days of a parent's request);
- When an Individual Transition Plan (ITP) is required at the appropriate age;
- When Better World Preparatory seeks to suspend or remove the student for a period of 10 days or more for the same behavior, in order to determine if the student's misconduct was a manifestation of his/her disability.

**IEP Review**

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

***LEA for Special Education***

BWCAS shall be responsible for conducting IEP reviews and determining necessary supports, services, placements, in accordance with SELPA policies and all applicable laws.

Unless otherwise specified on the student's IEP, parents will be informed four times a year of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

If a parent/guardian or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, BWCAS will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

***School of the District***

So long as BWCAS operates as a school of the District for special education purposes, and unless otherwise agreed to in the MOU, District shall be responsible for conducting IEP reviews and



---

determining necessary supports, services, placements, in accordance with District policies and procedures.

If a parent/guardian or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to BWCAS. The school will work with the District to respond to the request.

Unless otherwise specified on the student's IEP, parents/guardians will be informed of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals in accordance with the District's policies and procedures and using the District's forms.

*LEA for Special Education*

If BWCAS operates as an LEA for special education, BWCAS shall be responsible for conducting IEP reviews and determining necessary supports, services, placements, in accordance with SELPA policies and all applicable laws.

Unless otherwise specified on the student's IEP, parents will be informed four times a year (which is the same frequency as progress is reported to all students and parents) of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

If a parent/guardian or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, BWCAS will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

### **Interim And Initial Placements of New BWCAS Students**

BWCAS shall comply with Education Code Section 56325 with regard to students transferring into BWCAS within the academic school year.

#### ***School of the District***

So long as BWCAS operates as a school of the District for special education purposes, if a student enrolls at BWCAS with an existing IEP, BWCAS will notify the District, in accordance with any applicable District policies. An IEP meeting will be convened within 30 days of enrollment to review the existing IEP, discuss the students' present levels of performance and needs, and offer an appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, BWCAS shall work with the District to implement the existing IEP at BWCAS and offer services comparable to those in the existing IEP, or as otherwise agreed by the parent/guardian.

#### ***LEA for Special Education***

If BWCAS operates as an independent LEA for special education purposes, BWCAS shall provide transferring students with free and appropriate public education, including services comparable to those listed in the existing IEP.

---

For students transferring to BWCAS from another school within the same SELPA, BWCAS , pursuant to Education Code Section 56325(a)(2), shall continue to provide services comparable to those described in the existing approved IEP, unless parents/guardians and BWCAS agree to develop and implement a new IEP.

For students transferring to BWCAS from another school within a different SELPA, BWCAS pursuant to Education Code Section 56325(a)(1), shall continue to provide services comparable to those described in the existing approved IEP for a period of up to 30 days, by which time BWCAS shall adopt the previous IEP or, in consultation with parents/guardians, develop and implement a new IEP that is consistent with federal and state law.

For students transferring to BWCAS from a school outside of California, BWCAS shall provide the student with a free appropriate public education, including services comparable to those described in their existing IEP, until BWCAS conducts an assessment pursuant to Section 1414 of Title 20 of the United States Code, if determined to be necessary by BWCAS , and develops a new IEP, if appropriate, in accordance with federal and state law.

## **Staffing**

### **School of the District**

So long as BWCAS operates as a school of the District for purposes of special education, District will hold ultimate responsibility for providing special education services, unless otherwise agreed upon in the MOU. BWCAS is committed to cooperating with the District to ensure that all IEPs are properly implemented and all students requiring services are adequately served. The details of division and coordination of special education staffing and services shall be specified in an MOU between BWCAS and the District.

### **LEA for Special Education**

If BWCAS becomes its own LEA for special education purposes wish we intend to do, it will assume responsibility for special education staffing and service delivery. BWCAS will be responsible for hiring, training, and/or contracting with the staff necessary to provide special education services to its students. BWCAS shall ensure that all special education staff hired or contracted by BWCAS is qualified to provide services in accordance with all applicable laws, regulations, and SELPA policies.

It is the goal of BWCAS to employ at least one full time teacher with a valid Special Education Credential from Year 1. This teacher, along with the principal of BWCAS, will be the primary BWCAS representatives tasked with assuring that all aspects of the IEP and any possible 504 plans are properly implemented.

By year 2, pending budgetary availability, BWCAS plans to employ a Special Education Coordinator, or a qualified Assistant Principal that will have the following duties:

- Ensure that all aspects of the IEP are followed;
- Arrange for the teacher of the student to attend the team meetings;
- Communicate with parents about progress made toward attaining the goals stated on the student's IEP, and inform them of due process procedures and rights;

- 
- Consult quarterly with the Principal to ensure that the objectives and goals of students with IEP's are being met;
  - Complete the requisite paperwork, updating and filing of necessary information for initial referrals, triennial evaluations, ongoing monitoring of student progress, and appropriate provision of any/all test modifications as stipulated in the IEP; Maintain a central file with all special education evaluation material and IEP's in accordance with FERPA and IDEA guidelines; and
  - Provide a report of student progress on the same schedule as students in general education)

All teaching staff at BWCAS will also be involved in assuring that all IEPs and 504 plans are properly implemented. All special education services at BWCAS will be delivered by individuals or agencies qualified to provide special education services as required by California's Education Code and the IDEA.

BWCAS administrators, general and special education teaching staff, as well as other appropriate faculty and staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including training sponsored by the District and/or SELPA.

#### **School of the District**

So long as BWCAS operates as a school of the District for special education purposes, District agrees to allow BWCAS staff access to all special education related professional development opportunities that are available to other employees of the District.

#### **LEA for Special Education**

If BWCAS operates as an independent LEA for special education, BWCAS shall seek professional development opportunities for its staff through potential trainings facilitated by the County Office of Education, SELPA, colleges and universities, and private companies or agencies to ensure compliance with state and federal special education laws as well as implementation of best practices for students with disabilities.

BWCAS, in collaboration with District or SELPA where appropriate, will collect and maintain the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Language Learners;
- The number of students provided with test modifications and the types and the number of students exempted from Statewide assessments;
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom;
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
- The basis of exit from BWCAS of students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will be the responsibility of BWCAS Principal and in later years, the Special Education

---

Coordinator. The Principal, and in later years, the Assistant Principal or the Special Education Coordinator will ensure that a central file with all special education evaluation material and IEP's is maintained and that this file is locked and confidential, in accordance with IDEA guidelines. The Principal and in later years, the Assistant Principal or the Special Education Coordinator will oversee access to these records, and will be responsible for ensuring that all providers responsible for the implementation of a student's IEP will have access to a copy of the IEP and will be informed of their specific responsibilities in implementing the IEP

### **Special Education Strategies for Instruction**

As detailed throughout this petition, BWCAS will employ a highly individualized model of instruction for all students, which will benefit all students with learning challenges. BWCAS will mainstream all of its students as much as is appropriate according to each individual IEP and will comply with the federal mandate of the least restrictive environment ("LRE"). Each student's IEP will require different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student's needs and how these fit within the general educational program of the school. BWCAS will, in alignment with the SELPA, provide several programs for students with special needs, whereby the academic program is structured in one or several of the following ways

- 1) a Resource Specialist may provide services in the classroom or in a small group outside the classroom,
- 2) a Resource Specialist coordinates programs and services for students who are fully included in regular education classroom, or
- 3) a Modified Inclusion model, where classes have up to five students with identified special needs, a regular education teacher, and a Resource Specialist.

A Resource Specialist collaborates with regular education teachers and oversees implementation of each child's IEP.

BWCAS will employ a variety of strategies to ensure student success for our Special Education such as those detailed extensively in the previous sections, and all will be in accordance with their IEP. The range of special education services will be the same as at any other public school and will include all services as needed to meet students' IEPs.

BWCAS will employ a variety of strategies to ensure student success as detailed throughout this petition, including the following "best practices" for students with special needs:

- **High Expectations:** By believing in and identifying each student's potential, teachers then utilize the student's strengths to help him/her reach this potential.
- **Reality-Based Teaching:** Students need to be provided with "real life" purposes for their reading, writing and problem-solving. Reality-based learning approaches help to build a bridge between school and home, thereby helping students see relevance to their learning. Many at-risk students do not see the relevance in their schooling and, therefore, lose motivation to succeed and learn.
- **Active Learning:** Students who are motivated and engaged in their learning are more likely to achieve higher levels of performance and learning than those students who "learn" only to please others and pass a test or course. A student-centered classroom where students take an active role in their education fosters better learning than classrooms where the teacher does all the work and students play a passive role.
- **Cooperative Learning:** Students work together in order to plan, create and perform projects, as well as to discuss and debate issues. Cooperative grouping allows students to practice the social

---

aspect of learning and contributes to active participation and teamwork. Each student can utilize his/her strengths in groups and learn from the strength of his/her peers.

- **Varied Assessment:** Portfolios, oral presentations, group projects and graphic maps are only some of the many avenues available for teachers to tap into their student's knowledge. The wider the variety of assessment the teacher uses and the more authentic and on-going it is, the truer the picture the teacher can get of their student's understandings.
- **Whole Group and Small Group Direct Instruction:** Students can learn high level concepts if they know how to learn, how to question, how to access prior knowledge, and how to integrate new knowledge.
- **Classroom Modifications:** In order to help students who appear to need special services or "a reasonable accommodation," classroom modifications will be made. The following modifications or accommodations will be used by the regular classroom teacher for students who appear to need special services, depending on the student's specific need:

Materials:

- Provide taped texts and/or other class materials
- Allow use of calculator
- Provide materials with wide spacing, few items per page and clear print
- Type teacher materials
- Incorporate technology-based adaptive curriculum
- Use highlighted or underlined reading materials
- Provide visual aids
- Provide manipulative materials

Methods:

- Identify buddies to help support students
- Teach to student's learning style: Linguistic, Logical, Musical, Spatial, Kinesthetic, etc.
- Color code items where possible
- Provide visual clues and/or demonstration (model) when instructing
- Read written material to student
  - Provide organization aids such as outlines
  - Utilize peer tutors, etc.
  - Use clear and concise directions
  - Provide graphic organizers (e.g. Thinking Maps) to help students create cognitive schema for new information
  - Provide written steps for directions
  - Have student repeat directions to teacher or peer
  - "Chunk" directions, providing one step at a time rather than simultaneous directions
  - Use manipulatives
  - Emphasize critical information
  - Preview lesson for student before given to whole class

## Reporting

BWCAS, in collaboration with the SELPA where appropriate, will collect and maintain the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Language Learners;
- The number of students provided with test modifications and the types and the number of students exempted from Statewide assessments;

- 
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom;
  - The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
  - The basis of exit from BWCAS of students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will be the responsibility of the Principal.

### **PROCEDURAL SAFEGUARDS**

Parents or guardians of students with IEP's at BWCAS must give written consent for the evaluation and placement of their child, be included in the decision-making process when change in placement is under consideration, and be invited, along with teachers, to conferences and meetings to develop their child's IEP.

The school will provide the parent with a written Notice of Procedural Safeguards, which will include information on the procedure to initiate both formal and informal dispute resolutions, at least once per year. BWCAS will utilize the Notice of Procedural Safeguards used by the District or SELPA in which it is a member.

#### *School of the District*

So long as BWCAS operates as a school of the District for special education purposes, concerns or disagreements raised by parents/guardians will be acknowledged by the school within five days. BWCAS work with the District to arrange a meeting between the parents/guardians, the school, and District staff to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

#### **LEA for Special Education**

If BWCAS operates as an LEA for special education purposes, concerns or disagreements raised by parents/guardians will be acknowledged by the school within five days. BWCAS work to arrange a meeting with the parents/guardians to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

### **DISPUTE RESOLUTION**

#### *School of the District*

So long as BWCAS operates as a school of the District for special education purposes, in the event that a parent/guardian files a request for a due process hearing or request for mediation, the District and BWCAS shall work together to defend the case.

In the event that the District determines that legal representation is needed, BWCAS agrees that it shall be jointly represented by legal counsel of the District's choosing. District may initiate a due process hearing or request for mediation with respect to a student enrolled in BWCAS if the District determines such action is legally necessary or advisable. BWCAS agrees to cooperate

---

fully with the District in such a proceeding. BWCAS understands that the District shall have sole discretion to settle any matter in mediation or due process. The District shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any BWCAS student.

***LEA for Special Education***

If BWCAS operates as an LEA for special education purposes, BWCAS acknowledges its responsibility to resolve disputes or defend due process complaints arising as a result of BWCAS alleged failure to provide FAPE to students enrolled in BWCAS. BWCAS may also initiate a due process hearing or request for mediation with respect to a student enrolled in BWCAS if it determines such action is legally necessary or advisable.

**DISPUTE RESOLUTION**

***LEA for Special Education***

BWCAS acknowledges its responsibility to resolve disputes or defend due process complaints arising as a result BWCAS's alleged failure to provide FAPE to students enrolled in the BWCAS. Better World Conservatory of the Arts and Sciences may also initiate a due process hearing or request for mediation with respect to a student enrolled in BWCAS if it determines such action is legally necessary or advisable.

**COMPLAINT PROCEDURES**

Parents or guardians also have the right to file a complaint with the District and/or California State Department of Education if they believe that the school has violated federal or state laws or regulations governing special education.

**SECTION 504 OF THE REHABILITATION ACT**

BWCAS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of BWCAS. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the school.

BWCAS shall be solely responsible for its compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. All facilities of the BWCAS shall be accessible for all students with disabilities in accordance with the ADA.

BWCAS will designate one employee to coordinate the school's compliance with its responsibilities under Section 504. A 504 team will be assembled by the Executive Director and the Principal and shall include the parent/guardian, the student, a qualified staff member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate.

If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the

---

nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student is eligible for services under Section 504 must be made by the 504 team. Written notice of the eligibility determination will be provided to the parent or guardian of the student in their primary language, along with notice of the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to qualify for services and supports under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff. The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The Executive Director and Principal will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

## **STUDENTS IN OTHER SUBGROUPS**

As detailed extensively herein, we believe that all students can learn and succeed, and that socioeconomically "disadvantaged" students are entirely capable of academic excellence at the same levels as students whose families have more financial resources. Poverty is not destiny.

While Better World Conservatory of the Arts and Sciences [BWCAS] is sensitive to socioeconomic differences and ensures all students have full access to the educational, extracurricular, and social activities at the school. We believe that all students can learn when given the proper instruction and support. If students that are socioeconomically disadvantaged are low-achieving, struggle with learning differences or are identified as English Learners, BWCAS will utilize strategies described in other sections of this petition.

At the start of their educational career at BWCAS, individual students are identified as low- income through the completion of our lottery interest form and enrollment packet. This enrollment packet includes questions that allow BWCAS to identify whether or not a student qualifies for free or reduced price lunch per the National School Lunch Program's criteria.



---

Teachers and school administration will monitor the academic growth of all students, including those identified as low-income, using all of the tools within our comprehensive suite of assessments. This monitoring includes our ongoing protocol to analyze academic data. During professional development, the BWCAS team will focus on developing specific action plans to address students, including those within this subgroup, who are not performing at grade level. BWCAS Student Success Progress Team is also responsible for identifying students and families who need additional resources or supports, including referrals to community based agencies.

Establishing an inclusive learning environment for all students is at the heart of BWCAS. We believe that learning should be accessible to every student, regardless of background, and that teaching and learning should honor all experiences. To that end we:

- **Make Recognition and Appreciation of Diverse Backgrounds, Cultures, and Perspectives a constant theme of the school:** The most effective schools not only highlight those backgrounds and cultures that are represented in the classroom but also recognize and appreciate other backgrounds and cultures that may be new and unfamiliar to the students. Many cultures and backgrounds are brought to students from outside the classroom through strategic choices of books, materials, and lessons.
- **Teach and Model Norms of Positive, Inclusive Interactions Among Members of the Class:** The most effective schools work to form a culture of community within each classroom. Teachers work with students to establish a respectful tone between every member of the classroom community by teaching students to value differences and resolve conflicts appropriately. Teachers model this behavior when interacting with students and other adult members of the community and by responding sensitively and intentionally to comments that may not honor the diversity of the community.
- **Provide Learning Experiences for All Families:** As an effective school community, we work to support all families and to provide extended academic support. Our faculty establishes workshops that address the needs/desires of the families in our school, and provide language support and translation as needed. The focus of the workshops is to provide guidance, resources, and training to families.
- **Offer Extended Services:** BWCAS will offer a before- and after-school program for all grades to ensure full-day coverage for all grades, in order to accommodate working families. The curriculum in art, music, and physical education, as well as field trips will allow students to experience real-life examples of what is being studied in the classroom and other enriching activities, expose disadvantaged students to learning and enrichment opportunities they might otherwise not have had.

Students in other subgroups (e.g., foster youth, homeless youth, students with disabilities) are supported in similar ways to those described above. For example, students in other subgroups receive ongoing monitoring and provision of additional targeted customized support. Students are identified through conversations with families about their needs and assessment data.

## **FOSTER YOUTH STUDENTS**

Better World Conservatory of the Arts and Sciences is committed to meeting the needs of every student and ensuring they succeed. All members of our faculty and our instructional leaders will assist each family to ensure the educational success of their child, including making appropriate referrals to community organizations. We intend to partner with local community service organizations and offer a variety of on- and off-campus supports for students with extraordinary needs that include foster youth and students who are homeless or experiencing housing instability. In order to meet the needs of our homeless and foster youth, we shall assess the needs of the foster youth and provide assistance as necessary.

---

Potential resources for this student population include community partnerships that assist with a child's basic needs, transportation to and from school, and any additional social emotional support needed.

Foster youth students will receive support by ensuring that any adult that is working with the student follows through with support, communicates with administration regularly and also ensure meetings are held regularly to discuss updates, changes or further support the student may need.

BWCAS seeks to serve foster youth and ensures that the instructional and social/emotional needs of these students are met. In most cases, foster youth are identified by parent or guardian notifying the Charter School as well as Form 1399 for the school given to the parents by DCFS. This form is kept in the cumulative file of the student. The Charter School also records this information in the student information system as a "Guardian Alert" so that all school personnel working with the students are aware of the status. The Charter School Counselor immediately checks in with the student and foster parent/guardian in order to assess needs. The principal reviews this data in the student information system and with the School Counselor regularly in order to ensure that there is comprehensive follow-up on all foster youth.

The needs of foster youth are addressed in a number of ways that include but are not limited to the following:

- By having a small school and manageable class sizes, our foster youth and their individual needs are known well and can be addressed.
- Once foster youth are identified, each student is discussed at grade level progress monitoring meetings and with the school-wide RtI team.
- The RtI lead and school administration work closely with the student's teacher(s) and the School Counselor to be responsible for making sure that supports are implemented and monitored.
- At least three times per year, the progress of foster youth is monitored by BWCAS Leadership Team through a review of formative and summative assessments, classroom observations, and other related data such as attendance and discipline

At a minimum, supports include:

- Social emotional counseling during school
- Additional academic help during school
- Involvement of the parent/guardian
- Connections with community agencies

Foster youth students have the same thorough ongoing assessment as all students of the Charter School. This is primarily done through the Response to Intervention (RtI) team and frequent monitoring. The RtI team meets on a monthly basis to determine any students who may not be making adequate progress on the Common Core grade level standards. They along with the leadership team analyze data by all subgroups and look for any students requiring intervention. These supports are then provided in the classroom or a small group setting outside of the classroom.

## MEETING THE NEEDS OF HOMELESS STUDENTS

BWCAS will determine eligibility for homeless youth students as described under the McKinney-Vento Homeless Assistance Act; collaborating with service agencies to refer homeless families to available resources and supports; facilitating transportation services for homeless students as needed; and ensuring immediate enrollment of homeless students as required under the McKinney- Vento Act.

---

## “A TYPICAL DAY”

Upon entering the building, a visitor to the school is first greeted by a welcoming and courteous front office staff. As they walk through the hallways, they see various forms of student learning and expression on the walls including trans-disciplinary unit reflections, artwork, and writing. They also see student-created club posters reminding the student body of upcoming events, news, or worthy causes.

Classrooms are each uniquely decorated in flexible seating arrangements that mirror a “second-home” environment. Students are seated on couches, rugs, yoga balls, or chairs at tables. Classrooms show evidence of standards-based instruction and rigor with student work measured according to standards-based rubrics. Teachers are facilitating learning primarily in small groups to better meet individual needs, posing closed and open-ended questions that push student thinking. Classrooms are fully equipped according to the school’s technology plan, which includes projectors, “Elmos”, screens, and laptops for each student. Students are observed using mathematics software that support their learning of abstract mathematical concepts, conducting research on the internet, writing research papers, or creating digital presentations for their end of unit reflections. In some classes, instructional coaches, mentor teachers, or administrators are modeling lessons or instructional activities.

Students are engaged in using manipulatives to solve math problems, creating models and dioramas, and charting results from their tests of hypotheses. Student musicians, singers, dancers, artists, writers, and actors are heard creating, practicing, performing, reading aloud, and critiquing. All of these serve as processes for learning and a means to demonstrate their understanding of the arts and core academic content. Students are engaged with educational software on classroom computers, Chromebook, or tablets, or researching on the Internet and taking notes.

Students explore and experiment in the garden, planting indigenous foods of Native Americans as they study our nation’s history and development. There are also quiet times, when only hushed tones are heard as a class full of students and teachers read, write and reflect, individually or in small groups, or students engage in a class-wide mindfulness activity.

Outside of the classroom, a visitor observes students engaging their physical and artistic abilities. In the performing arts class, students are dancing, singing, acting, and actively using their bodies to metaphorically represent the concepts they are learning in their core classes and preparing for an upcoming arts showcase. Students are observed in their physical education classes engaging in physical and mental training through rigorous and fun games and exercises. Nutrition and lunch time includes stations that allow students to choose between free play, the creative room (with musical instruments, dance videos, and recycled materials for them to build with), and the sports activity of the month. Junior coaches, or student leaders, are walking around and supporting their peers with conflict resolution, and actively assisting in the management of stations alongside supervisors.

A visitor sees dedicated staff members modeling love, respect, and patience even in challenging situations. They are engaged in conversations with students that balance listening and speaking of all participants and re-engage students through encouragement and choice. Parent volunteers are seen and heard throughout the school conducting and debriefing with site leadership after parent walk-throughs, supporting in classrooms, participating in parent leadership courses, and/or supporting in other important ways. After school educators and leaders are also observed supporting in classrooms through small group instruction or observing their teacher mentors to further streamline the instruction taking place during the day with the after school program.

---

A visitor witnessing teachers during their planning or meeting time would observe data-driven conversations and adjustments to instructional plans. Student work is being analyzed for trends and patterns and teachers are collaborating and supporting one another's instructional practices based on individual strengths. Instructional coaches or administration are playing a supportive role ensuring the execution of trans-disciplinary, data-driven teacher-created plans. Teachers are cognizant of each of their students' strengths and gaps in knowledge and are heard speaking about them in ways that communicate respect and belief in their capacities to progress.

After school, students that need additional academic or social-emotional support are provided targeted, standards-aligned small group instruction; computer based intervention; supervised homework time; as well as a nutritious snack.

A visitor to the school would leave with the overall understanding of a united and inclusive culture that continuously endeavors to be better and improve the lives of all members of the community.

---

## Elements 2 & 3 | Measurable Pupil Outcomes & Method for Measuring Student Outcomes

*“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as the term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” (Ed. Code 47605 (b)(5)(C).)*

*“The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” (Ed. Code § 47605(b)(5)(C).)*

### MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Better World Conservatory of the Arts and Sciences sets measurable, rigorous goals and objectives for the school’s educational program. Student outcomes will measure the concepts and skills mastered through the school curriculum that are aligned to the Common Core State Standards or the California State Content Standards in Physical Education and the core academic areas, which include: language arts, math, social studies, science, and visual and performing arts. Additionally, exit outcomes will address the goals for all students: Above, meeting, below, low socioeconomic, English Language Learners, special education, and gifted.

### METHOD OF ASSESSMENT

Better World Conservatory of the Arts and Sciences will set measurable goals for students based on the eight (8) State priorities. These performance targets will be constructed and assessed throughout the year identifying the knowledge and skill gaps to be addressed through the adaptive instructional program. The mandated state assessments and benchmark assessments will primarily be used to monitor progress. It will be further contextualized and informed by strong formative assessments provided by the teacher through classroom observations, interview, and analysis of student work.

#### *Reading Assessment*

In grades 7-12, BWCAS administers the STAR Reading test from Renaissance Learning to all students. STAR Reading is a nationally normed, adaptive reading test that provides a Lexile score and CCSS mastery estimate for each student. It is administered three times a year (Fall, WINTER, and Spring) for all students to measure year-long reading growth, while some teachers choose to administer more often as a progress monitoring tool. Teachers use STAR Reading to differentiate classroom instruction and texts based on students’ demonstrated Lexile level, while school leaders use STAR Reading to inform Response to Intervention (RtI) and assign school-based interventions as appropriate. At the organizational level, STAR Reading results are used by the Data and Assessment and Instructional Coaching teams to inform instructional resource development and strategically deploy instructional coaches.

#### *Writing Assessment*

Once a year each student in grades 7-12th in BWCAS takes a writing assessment in the form of the English Language Arts Performance Task. The prompts change and are aligned with the genres specific to the CCSS grade level standards. The papers are scored with BWCAS teachers to ensure validity of scores. The rubric for scoring is aligned with the writing rubric used by the state, as well as the sample papers provided in the CCSS standards. Benchmarks are set for every grade level.

**Math Assessment**

Every student takes a math assessment based on the specific grade level standards. The papers include both computation and a problem solving section. The problem solving is scored by teachers. A task analysis is done of every paper, so that teachers can identify standards that need to be re-taught. After every administration of the benchmark exams, the student data is analyzed at several levels – classroom, grade level, and school-wide.

**Assessment Chart**

The assessment structure includes, in addition to other standards-based and performance-based assessment tools, comprehensive final exams in each of the core academic subjects, quizzes and tests, homework assignments, essays and research reports, and teacher evaluation of in class performance. These measurements are weighted and combined into a comprehensive educational program assessment to determine student achievement and promotion to the next grade level. The aggregate results are issued as a report card to the community evaluating the measurable goals and terms outlined in the charter.

Measurable Outcomes	Assessment Tools	Frequency
<p><b>English Language Arts:</b> Scholars will meet grade level standards in:</p> <ul style="list-style-type: none"> <li>○ Reading (comprehension, and literacy analysis)</li> <li>○ Writing (craft, genres, research, strategies and conventions)</li> <li>○ Language Conventions (sentence structure, grammar, spelling, capitalization, punctuation)</li> <li>○ Speaking &amp; Listening (strategies and applications)</li> </ul>	<ul style="list-style-type: none"> <li>→ Smarter Balanced Interim Assessments and Blocks</li> <li>→ STAR Reading test from Renaissance Learning</li> <li>→ Accelerated Reader [Accelerated Reader is software for K-12 schools for monitoring the practice of reading]</li> <li>→ Teacher observations</li> <li>→ Leveled Literacy Intervention</li> <li>→ Student Report Cards</li> <li>→ Common Formative Assessments</li> </ul>	<ul style="list-style-type: none"> <li>→ 3 times per year</li> <li>→ 3 times per year</li> <li>→ 3 times per year</li> <li>→ Ongoing</li> </ul>
<p><b>Passion Projects:</b> Scholars will write and discuss their reflections for each Unit</p>	<ul style="list-style-type: none"> <li>→ Project-Based Authentic Assessments / End of Transdisciplinary Unit Written Reflection and Presentation using standards-based rubric</li> <li>→ Student Report Cards</li> </ul>	<ul style="list-style-type: none"> <li>→ End of each unit</li> </ul>

<p><b>Mathematics:</b> Scholars will meet grade level standards and the Eight Mathematical Practices</p>	<ul style="list-style-type: none"> <li>→ Smarter Balanced Assessments</li> <li>→ Grade Level Math Benchmark Assessment</li> <li>→ Performance Tasks</li> <li>→ Eureka Math Formative Assessments and Summative Assessments (which includes observation, student self-assessment, and written assessment components)</li> <li>→ Student Report Cards</li> </ul>	<ul style="list-style-type: none"> <li>→ 3 times per year</li> <li>→ 3 times year</li> <li>→ Ongoing</li> </ul>
<p><b>Science:</b> Scholars will meet NGSS grade level standards in life, earth, and physical sciences, as well as investigation skills</p> <p>CA NGSS Summative assessment. Administered in the spring</p>	<ul style="list-style-type: none"> <li>→ Authentic Assessment / End of Trans- disciplinary Unit Written Reflection and Presentation using teacher created, NGSS based rubric</li> <li>→ California Science Test - CAST</li> <li>→ Teacher observations</li> <li>→ Student Report Cards</li> <li>→ Common Formative Assessments</li> </ul>	<ul style="list-style-type: none"> <li>→ End of each unit</li> <li>→ 1 time per year</li> <li>→ Ongoing</li> </ul>
<p><b>History / Social Studies:</b> Scholars will meet grade level standards in geography, civics, economics, history, and cultural understanding</p>	<ul style="list-style-type: none"> <li>→ Project Based Authentic Assessment / End of Transdisciplinary Unit Written Reflection and Presentation using teacher created, standards-based rubric</li> <li>→ Common Formative Assessments</li> <li>→ Teacher observations</li> <li>→ Student Report Cards</li> </ul>	<ul style="list-style-type: none"> <li>→ End of each unit</li> <li>→ Ongoing</li> </ul>
<p><b>Visual and Performing Arts:</b> Scholars will demonstrate proficiency in grade level content for each of the VAPA strands: Artistic Perception, Creative Expression, Historical and Cultural Context, Aesthetic Valuing, Connections, Relationships, and Applications</p>	<ul style="list-style-type: none"> <li>→ Performative Assessment / End of Transdisciplinary Unit Performance based on teacher created, standards based rubric</li> <li>→ Common Formative Assessments</li> <li>→ Teacher observations</li> <li>→ Student Report Cards</li> </ul>	<ul style="list-style-type: none"> <li>→ 3 times year</li> <li>→ Ongoing</li> </ul>
<p><b>English Language Development:</b> English learners will make annual progress in their ELD level, as well as their ELA level</p>	<ul style="list-style-type: none"> <li>→ English Language Proficiency Assessments for California (ELPAC)</li> </ul>	<ul style="list-style-type: none"> <li>→ Initial and Annual; varies by student</li> </ul>

	<ul style="list-style-type: none"> <li>→ Common Formative Assessments</li> <li>→ Teacher observations</li> <li>→ Student Report Cards</li> </ul>	→ Ongoing
<b>California Adaptive Assessment (CAA)</b>	<ul style="list-style-type: none"> <li>→ Identified students only</li> </ul>	→ 1 time per year
<b>Physical Education</b> Students will develop lifelong approach to physical fitness including health and nutrition	<ul style="list-style-type: none"> <li>→ Common Formative Assessments</li> <li>→ Teacher observations</li> <li>→ Student Report Cards</li> <li>→ Fitness tests Grades 7 &amp; 9</li> </ul>	<ul style="list-style-type: none"> <li>→ Ongoing</li> <li>→ 1 time per year</li> </ul>
<b>World Languages</b> - Using world languages, students demonstrate the ability to read with comprehension, write with clarity, and speak with meaning. Students use language in real- world situations. Students demonstrate an understanding about the cultural traditions of a location in which a specific world language is spoken.	<ul style="list-style-type: none"> <li>→ Teacher observations</li> <li>→ Student Report Cards</li> <li>→ Diagnostic Exams</li> <li>→ - Performance Tasks</li> <li>→ - Student Report Cards</li> <li>→ - Interim/Progress Monitoring Assessments</li> <li>→ Common Formative Assessments</li> </ul>	→ Ongoing

BWCAS uses CAASPP, the ELPAC, and other state required assessments to ensure that:

1. All students meet or exceed grade-level benchmarks
2. All academic growth targets are met

In addition, students identified as students with disabilities will demonstrate appropriate progress toward goals in their IEPs each year.

### HIGH SCHOOL ASSESSMENT

- Scholastic Assessment Test (SAT)
- Preliminary Scholastic Aptitude Test (PSAT) in 10<sup>th</sup> Grade
- National Merit Scholarship Qualifying Test (NMQT) in 10<sup>th</sup> Grade
- Test of English as a Foreign Language (TOEFL)
- American College Testing (ACT)
- Physical Fitness Test in 9<sup>th</sup>/10<sup>th</sup> grade
- Advance Placement Test
- ELPAC (if English Language Learner)
- The California High School Proficiency Examination (CHSPE)
- Smarter Balanced – SBAC



---

## USING STANDARDIZED TEST SCORES IN MEASUREING STUDENT PROGRESS

Better World Conservatory [BWCAS] believes that standardized tests provide only a part, albeit a key part, of the picture in determining student achievement. Our students take all standardized tests required by the state and will participate in CAASPP testing. These are the chief accountability measures in place from the state and federal government.

In addition to using standardized tests to evaluate the effectiveness of the instruction and educational program offered, Better World Conservatory considers standardized test scores to provide a small, but important, window into the academic achievement levels of students. BWCAS intends to demonstrate progress on the aggregate results of standards-based reports. Further, this report and standardized test data will be disaggregated to show how sub-groups (e.g., EL vs. non-EL) perform.

The following is a listing of the standardized assessments:

- ***English Language Proficiency Assessments for California (ELPAC)***  
The ELPAC measures provides both initial and annual assessment of an English Learner's proficiency in Reading, Writing, Listening and Speaking. This test will be the main assessment tool used to measure growth and progress for reclassification.
- ***Physical Education Test***  
Students participate in this State required assessment on basic components of CA Physical Education Standards. The physical fitness test (PFT) for students in California schools is the FITNESSGRAM®. The main goal of the test is to help students in starting life-long habits of regular physical activity. Students in grades seven and nine take the fitness test. The test has six parts that show a level of fitness that offer a degree of defense against diseases that come from inactivity.
- ***California Adaptive Assessment (CAA)***  
Students with cognitive disabilities take the CAA Instead of the Smarter Balanced Summative Assessment. This test is modified to appropriately assess the ELA/Literacy and mathematics progress and performance of specific students designated to engage in a modified curriculum as specified in their IEP.
- ***Smarter Balanced Summative Assessments***  
The Smarter Balanced Summative Assessments are comprehensive end of year assessments in English language arts/literacy (ELA) and Math that are aligned with the Common Core State Standards (CCSS) for English language arts/literacy (ELA) Mathematics.

Better World Conservatory will meet all statewide standards and conduct pupil assessments required pursuant to Education Code Sections 60602.5 and 60851, and any other statewide standards authorized in statute.

## ACCOUNTABILITY OF STUDENT PROGRESS

The Principal works closely with the staff to ensure all students have full access to the curriculum and that each subgroup in the school is making meaningful progress toward meeting grade level standards and objectives, and that all core teachers are properly credentialed. While the Principal and faculty are accountable for the academic achievement of the students at BWCAS, the

---

Principal is ultimately responsible for meeting target goals, and is held accountable by the Executive Directors and Board members.

To meet the accountability targets, school leaders will guide BWCAS teachers in examining and analyzing pupil outcomes regularly. During the beginning of the school year, teachers will participate in Summer Institute, while new teachers participate in New Teacher Induction. On a monthly basis, teachers will be provided time to collaboratively assess student progress within and across grade levels using various data sets, including but not limited to standardized testing benchmarks, student work samples, lesson plans, observations, etc. When state testing data arrives, teachers will review the data and reflect upon their teaching methodologies as they relate to their grade level and vertically across grade levels. Proceeding reflective, critical discussions about the data, determinations for instructional or curricular modifications will be made.

### **USE OF ASSESSMENT DATA**

Better World Conservatory will use the assessments above to identify a combination of students' strengths as well as knowledge and skill gaps in its adaptive teaching model. Data will be aggregated and disaggregated to provide the teaching team with the most complete picture of student performance. State tests will be disaggregated according to content strands, subgroups, grade-level, and classroom-level.

Faculty members will be trained at the beginning of the school year on data-driven instructional practices and use of the SMART Instructional Tool observed below. The SMART Instructional Tool is essentially a needs assessment which allows the teaching team to make meaning of student performance data in dialogue with their colleagues in the construction of a targeted intervention plan.

**Data Talks and Data Analysis:** Teachers will meet bimonthly with grade level team members and as a whole school for data-driven discussions, "data talks", on strategies for the school community to meet individual student needs. Data will include benchmark assessments, unit assessments, state-testing results, writing samples, discipline reports, student work, observation etc. These data will inform and influence the core instructional decisions and approaches as well as small group instructional practices.

Ongoing data gathering and analysis guides and informs decisions for determining successful progress or the need for program adjustments. School staff and the school's governing board work collaboratively to analyze data and discuss ways to improve student performance throughout the year.

### **REPORTING OF ASSESSMENT DATA**

Better World Conservatory performance data will be reported annually in writing to the entire school community (i.e. staff, parents/guardians, community). The report will include results based on state testing and school-wide benchmark exams. Progress throughout the year will also be reported three times per year at Parent University events and will include benchmark, subgroup performance, and school-wide discipline data.

Assessment data will be shared with parents/guardians during student led parent conferences twice a year. Students will conference with their teachers about their data and collaboratively set S.M.A.R.T Goals prior to their parent conference and present them to their parents/guardians along with their portfolios.

---

## **GRADING AND PROGRESS REPORTING**

BWCAS issues student progress reports every ten weeks based on student proficiency on grade level/subject standards and expectations designated for the quarter. The student progress report is based on multiple measures including teacher assessments, portfolio/exhibits, and specific assessments to quantify student performance. Student progress reports reflect their progress towards advanced, proficient, basic or below proficient performance. Formative and summative assignments and assessments are used to determine student performance.

Student course grades to meet graduation requirements including A-G are A, B, C or NP (Not Proficient) grades. Student reports are issued and recorded through our data system. Parents of students performing below/far below proficient performance participate in a scheduled parent conference to discuss the parents' and the teachers' plan to improve their child's performance. Teachers and advisors meet together to analyze these reports and to make necessary adjustments in the program being offered to students who are showing a lack of progress.

When grades are given for any course of instruction, the grade given to each student shall be the grade determined by the teacher of record for the course, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetence the grade shall be final (Education Code 49066a).

Teachers may make changes to grades until they have been stored in PowerSchool. After grades are stored, teachers are prohibited from changing grades without securing the approval of the school site principal or the Executive Director. All grade changes will be documented in student's cumulative folder using the official BWCAS "Grade Change" form and requests for changes will only be accepted for 21 school days after the official close of the marking period. Teachers wishing to change a student's grade after grades have been stored should apply the following criteria:

- The student had extenuating circumstances that prohibited the student from completing the course on time (example: automobile accident, serious illness).
- The student did not receive adequate materials to complete the course (example: textbook)
- The grade should not be changed if the student made little or no effort to complete the assignments or solicit support during the time span of the course

## **PROMOTION AND RETENTION OF STUDENTS**

BWCAS is committed to helping students achieve the necessary skills to progress from grade to grade yearly and does not endorse social promotion. Because of the linguistic and socioeconomic barriers this student population may have faced, readiness to move to the next grade level is examined on an individual basis. Each student is assessed individually according to his/her total needs.

BWCAS has clearly defined expectations for what students should know and be able to do at each grade level in each subject in an effort to equip all students with the academic skills that enable them to be ready for entrance to and success in college. Promotion and retention of students is based on multiple indicators of academic achievement including:

- Assessment measures to determine if the student is advanced, proficient, partially proficient, or not proficient - assessment measures include the student progress report, degree of proficiency and teacher recommendations. Students whose average rubric score

---

classification is “not proficient” on the final student progress report for the academic year are eligible for retention.

- Promotion: Students who achieve the minimal level of proficiency (PROFICIENT) on the SBAC in Mathematics and ELA (or equivalent assessments/benchmarks in non-tested grades), in accordance with SBE Section 60648, and are on grade level in Mathematics and ELA, as determined using standards-based grading, will be automatically recommended for promotion to the next grade level.
- Attendance – students with excessive absences (15 or more) may be eligible for retention.

The principal or administrative designee, in conjunction with school teaching and counseling staff, prepares a written determination to specify the reasons for retention. The written determination includes recommendations for interventions that are necessary to assist the student to attain acceptable levels of academic achievement. The written determination is provided to and discussed in a meeting with the student’s parents/guardians, teachers, and principal.

Students identified for retention will work closely with the counselor and are encouraged to participate in a remediation program that includes after-school activities, tutoring, and summer school. All students, are also provided additional in-class support, which ensures that students who cannot participate outside of school hours are also supported. The student’s academic performance is re-assessed at the end of the remediation program, and the decision to retain or promote the student is reevaluated at that time.

#### ***APPEALS PROCESS FOR RETENTION***

The retention of a student is at the discretion of the principal or administrative designee. Parent/guardians shall be notified in advance of the enactment of the retention and can appeal a student's retention. A retention appeal shall be submitted in writing to the school’s designated support team, and shall be heard if requested within five (5) school days of the notification of retention by the school. Upon consideration, the designated support team’s decision shall be final. The decision regarding the appeal will be made within five (5) school days of the appeal submission to the school’s designated support team. Parents/guardians will be notified of the decision in writing within three (3) school days following the decision.

#### **SMART INSTRUCTION TEMPLATE**

The following two forms are examples of tools used for data reflection. Teachers and administrator will review the data during collaboration (CPLC) to analyze student performance and drive instruction to best support student achievement.

SMART Instruction Template

Teacher:	Grade Level:		Date:						
<b>DATA</b> <i>REGULAR</i>	CCSS Focus Skill/Concept: <i>based on benchmarks, Study, Inform, writing assessments, which standards/concept did you focus on over the past two weeks?</i>								
	What was your goal?	What is the performance gap?	How was it assessed?						
<b>ASSUMPTIONS</b> <i>ASK</i>	<p>What are some assumed causes for the performance gap? Write these assumptions down in the form of questions for further investigation. Consider three different types of problems: Knowledge/skill, Organizational (which includes structure, resources being used or lacking), and/or Motivational.</p> <table border="1" data-bbox="755 976 1258 1627"> <thead> <tr> <th data-bbox="755 976 820 1060">Knowledge (Declarative, Procedural, Metacognitive)</th> <th data-bbox="755 1060 820 1144">Organization (Classroom systems, operations, supports)</th> <th data-bbox="755 1144 820 1228">Motivation (Expectancy Value or Self-Efficacy)</th> </tr> </thead> <tbody> <tr> <td data-bbox="820 976 1258 1060"> </td> <td data-bbox="820 1060 1258 1144"> </td> <td data-bbox="820 1144 1258 1228"> </td> </tr> </tbody> </table>			Knowledge (Declarative, Procedural, Metacognitive)	Organization (Classroom systems, operations, supports)	Motivation (Expectancy Value or Self-Efficacy)			
Knowledge (Declarative, Procedural, Metacognitive)	Organization (Classroom systems, operations, supports)	Motivation (Expectancy Value or Self-Efficacy)							
<b>VALIDATED CAUSES</b> <i>Investigate</i>	Which of the assumptions above is valid? How do you know? Cite your evidence.								

© 2015 by National Library of Education Research, University of Illinois at Chicago. This work is licensed under a Creative Commons Attribution 4.0 International License. For more information, see [www.nler.edu](http://www.nler.edu).

**SMART Instruction Template**

<p><b>Implications for instruction: How will we revise our instruction for the next two weeks? Consider instructional contexts that standards can be reinforced in (i.e. workstations, whole and small group instruction) as well as tools that can be used (curricular, library, etc.)</b></p>														
<p><b>ACTION PLAN</b> <i>Create</i></p>														
<p><b>PROGRESS</b> <i>Discuss</i></p>														

\*Education is the most powerful weapon which you can use to change the world" - Nelson Mandela  
 © 2012, NCLM/SDP Literacy Coach. Modified from C. Harrison (2011). Modified by M. Galan (2012). Modified by S. Kim (2012). Modified by S. Kim (2012). Modified by S. Kim (2012).

---

## Element 4 | Governance

*“The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.” Cal. Ed. Code § 47605(b)(5)(D).*

### GOVERNANCE

Better World Conservatory of the Arts and Sciences (BWCAS) is a direct-funded independent charter school and will operate under the direction and control of the Board of Trustees of Better World Public Schools in accordance with California’s Charter Schools Act and the Nonprofit Public Benefit Corporation Law and approval of this charter. The corporation will comply with the Brown Act.

BWCAS will operate autonomously from the Anaheim Union High School District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated with the District. Pursuant to California Education Code Section 47604(c), AUHSD shall not be liable for the debts and obligations of BWCAS, or for claims arising from the performance of acts, errors, or omissions by BWCAS as long as AUHSD has complied with all oversight responsibilities required by law. BWCAS will be solely responsible for the financial debts and legal obligations of the Charter School in accordance with Education Code section 47604.

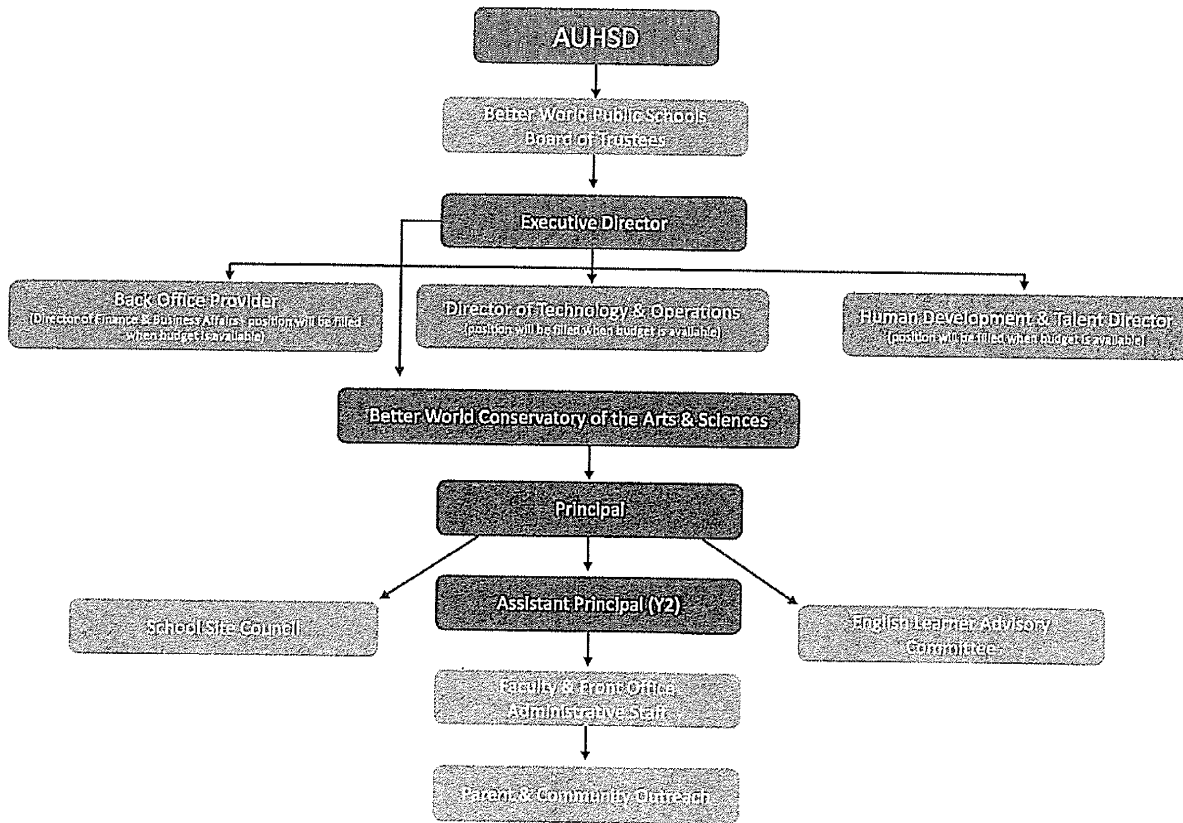
In the Appendix, please find the BWCAS’s Articles of Incorporation, Bylaws, and Conflict of Interest Code.

Better World Conservatory of the Arts and Sciences will be governed by a nonprofit Board of Trustees of Better World Public Schools in accordance with its adopted Bylaws, which shall be consistent with the terms of this charter.

The organizational chart below displays BWCAS governance structure and shows the relationship between the Board of Trustees, the school leadership and staff of the school.

**ORGANIZATION CHART**

**Better World Conservatory of the Arts & Sciences**



**BOARD OF TRUSTEES**

BWCAS Board of Trustees will have legal and fiscal responsibility for both the sustainability and the trustworthiness of the organization. The school will be governed by the Board of Trustees which holds the Charter and are legally, ethically, and fiscally responsible for the Charter School. The Board of Trustees is a policy-making board and supervises the leadership and performance of the school. The board delegates all school management decisions such as hiring teachers and school staff, day-to-day school management, and adherence to school policy to the Executive Director. Ultimately, the board is responsible for school oversight.

The Board:

- 1) Adopts policies that are aligned with the school’s purpose and support student achievement,
- 2) Delegates implementation of those policies to professional staff, and
- 3) Regularly monitors the executive director’s performance in relationship to the school’s Charter.



---

The Board of Trustees supports the mission and activities of the Charter School with stakeholders involved at all levels of Charter School governance. Membership on the School Board of Trustees and the operation of the Charter will be in accordance with its corporate bylaws that shall be maintained to align with the terms of the approved charter.

The Charter school agrees and acknowledges that the governing board is the sole controlling and governing body for the Charter School and accordingly holds fiduciary authority and responsibility for, among other things:

1. The selection, hiring, compensation, supervision, evaluation, and termination of the Executive Director and all other employees, including employees of Charter School;
2. The governance and operation of Charter School in compliance with applicable law, policy, and the Charter, as they may be amended from time to time; and
3. Charter School's financial management and viability, including but not limited to all expenditures and accounting of all public funds received by or on behalf of Charter School and its students. The governing Board shall comprise no less than three (3) members at any time and up to seven (7) members.
4. The Board of Trustees will review and approve the annual budget, oversee the annual audit, oversee all monthly financials to ensure strong short- and long-term health, and support all fund development priorities as they are developed over time.
5. The Board of Trustees will act in compliance with all state laws and regulations and regularly evaluate its function to meet all legal and regulatory requirements.
6. Approve and monitor the implementation of general policies of the charter school such as human resources policies, health and safety policies, parent-student handbook and student discipline.
7. Approve contractual agreements in excess of \$10,000.

The Charter School agrees and acknowledges that the governing Board shall follow any and all laws, standards, and policies regarding ethics and conflicts of interest applicable to its role as sole statutory member and as a nonprofit corporation.

## **BOARD OF TRUSTEES COMPOSITION AND MEMBER SELECTION**

### **Board Composition**

The Board of Trustees will consist of between three (3) and up to seven (7) members one of which will be a parent representative of the school. These members have a range of skills and expertise that they bring to the Board, including finance, fundraising, school leadership, instruction, strategic planning, legal and other skills. These skills help provide oversight of critical areas of need for the organization and also provide important perspectives during Board deliberations to ensure that a broad range of perspectives and best practices are taken into consideration.

In accordance with Education Code Section 47604(b), the county may appoint a representative to sit on the Board. If the county chooses to do so, the Board may choose to appoint an additional member to ensure that the Board is maintained with an odd number of Board members. A Better World Preparatory will comply with conflict of interest laws related to public entities including Govt. Code 1090 and the Political Reform Act.

Prospective Trustees are identified, vetted, and elected by the BWCAS Board of Trustees. The Board elects those persons who, in its discretion, believes will best serve the legal, fiduciary and organizational interests of the corporation faithfully and effectively, maintaining the Board's primary focus on student achievement through the successful implementation and realization of the school's mission and goals.

---

The board currently consists of five members. Current Bios are reviewed in Element one :

- **Board President, Leah Lito**, Educational Administrator of Special Education
- **Board Vice President, Fran de Leon**, Teaching Artist / Actress / Director
- **Board Secretary, Dr. Cynthia Wang**, Professor at California State University, Los Angeles
- **Board Member, Fareed Farukhi**, CPA

### **Member Selection**

The Executive Director and Board members will seek out potential board members when needed. This need may occur because an opening arises or the Board determines that it needs expertise in a specific area.

The Board of Trustees takes a conscientious approach to recruiting and selecting new Board members. The Board and the Executive Director conduct extensive due diligence to ensure that new Board members are a strong cultural fit with the organization, will add value in specific areas and, most importantly, contribute to the Charter's growth and success.

The recruitment, evaluation and selection of new Board members typically are conducted through the following seven-step process.

*Step 1: Solicit nominations and compile names*

*Step 2: Initial meeting with nominating Board member*

*Step 3: Nominator reports back to the Board*

*Step 4: Prospective member meets with Executive Director and other Board members*

*Step 5: Visit school (if in operation) and attend Board meeting(s) if possible*

*Step 6: Final meeting with the Executive Director or nominator*

*Step 7: Board votes on prospective member*

Board members must have a willingness to serve the goals of the organization as well as demonstrate expertise in areas such as legal, business, finance, public relations, community organizing, education, art, or leadership. The Board and the Executive Director will review the qualifications to make sure new members are a strong cultural fit with the organization and will add value in specific areas, contributing to the growth and success of students. Board members may serve consecutive terms unless otherwise determined by a majority vote of the Board. The candidates' resumes are submitted to the full board. The Board has the opportunity to ask pertinent questions to the prospective Board member candidate, and the item is submitted for vote to the full board. Board members are elected at a regular meeting of the Board from nominations presented, but if any such regular meeting is not held or the trustees are not elected at that meeting, the trustees may be elected at any special meeting of the Board held for that purpose. The Board may vote to remove a Trustee or Trustees in accordance with California Nonprofit Public Benefit Corporation law and the corporate bylaws. In such case, the remaining Board members may elect a successor to fill such vacancy for the remaining unexpired term of the Trustee so removed.

Board members deliberate opening during the Board meetings and vote. When there is a tie vote, the item does not pass, it is considered a "no" vote. The executive director/principal report out decisions from board meetings and the information is also available to the public via the school

---

website. Board members will have the opportunity and be encouraged to interview school staff and faculty prior to voting on particular matters.

In accordance with Education Code Section 47604(b), the district may appoint a representative to sit on the Board. If the county chooses to do so, the Board may choose to appoint an additional member to ensure that the Board is maintained with an odd number of directors. As indicated in applicable governance documents, Better World Conservatory will comply with conflict of interest laws related to public entities including Govt. Code 1090 and the Political Reform Act.

## **ROLES AND RESPONSIBILITIES**

The Board of Trustees, in addition to holding the fiduciary responsibility for the organization and being the entity to whom the Charter will be granted, shall provide external accountability, internal oversight and leadership, including but not limited to the following responsibilities:

### **Mission & Strategic Direction**

- Promote, guard, and guide the organization's mission and vision
- Engage in strategic planning and long-term strategy
- Approve and monitor the implementation of all general policies
- Approve charter renewals and submissions of material revisions to the district for approval in accordance with Education Code Section 47607

### **Resource Development & Financial Accountability**

- Approve and monitor the annual budget
- Approve significant contractual agreements based on the thresholds of such defined in the organization's fiscal policies and the investments of funds consistent with the organization's fiscal policies
- Participate in fundraising
- Contract with an expert external auditor to produce an annual financial audit
- Approve annual fiscal audit
- Ensure sound risk management policies

### **Oversight & Assessment**

- Hire and evaluate the Executive Director
- Regularly assess student achievement, staff performance, operations, and compliance
- Develop, review, or revise performance measures, including Charter School goals
- Participate in the dispute resolution and complaint procedures when necessary
- Appoint an administrative panel to act as a hearing body and serve as an appeal body for student expulsions when necessary
- Ensure compliance with the academic plan and other activities as described in the petition

### **Board Management**

- Develop the schedule of regular Board meetings and ensure compliance with the Brown Act
- Develop Board of Trustees policies and procedures
- Recruit and approve new Executive Director, subject to approval by the sole statutory member
- Create officers or committees, as needed

The Board will seek appropriate training and other resources for continuous improvement of performance both as a full Board and individually. Such trainings may include full Board training session with experts

---

familiar with charter school governance, finance and other areas that will support the success of the charter school.

The Board recognizes that the Executive Director/Principal are responsible for the day-to-day management of Better World Conservatory of the Arts and Sciences.

## **MEETINGS AND ACTIONS**

### **Quorum**

A majority of the authorized number of trustees shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the trustees present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transaction in which a trustee has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common trusteeships, (c) creation of and appointments to committees of the Board, and (d) indemnification of trustees. Provision b is included because it is in the Corporations Code. For example, a Trustee of the Board may also sit on the board of another charter school, and these two charter schools may want to undertake a common project.

### **Abstention**

The procedures for abstention at Board meetings by members of the Board are pursuant with the Political Reform Act. Trustees abide by the Conflict of Interest Code. When a trustee has a conflict of interest, he/she tells the Board what the conflict is, which is written into the minutes. He/she then abstains either by not voting or leaving the room. Any trustee can abstain at any time.

### **Teleconferencing**

Members of the Board of Trustees may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- At minimum, a quorum of the members of the Board of Trustees shall participate in the teleconference meeting.
- If the Board of Trustees elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- All locations where a member of the Board of Trustees participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Trustees directly at each teleconference location; and
- The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

### **Annual and Regular Meetings**

---

For board action voting requirements, BWCAS follows the Brown Act. If an action requires a vote of board members, the Board shall conduct that vote; all votes taken during a teleconference meeting shall be by roll call. The board shall record individual votes in the minutes.

All meetings of the Board of Trustees and its committees shall be called, noticed and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The Board of Trustees shall meet annually for the purpose of organization, appointment of officers, and the transaction of other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of trustees. Regular meetings of the Board of Trustees, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Trustees. The Board of Trustees may designate that a meeting be held at any place within the boundaries of the granting authority that grants a charter to the Corporation for the establishment of a charter school. All meetings of the board of trustees shall be called, held and conducted in accordance with the terms and provisions of Ralph M. Brown Act California Government Code Sections 54950, et equ., as said chapter may be modified by subsequent legislation.

At least 72 hours before a regular meeting, the Board of Trustees, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

The Board of Trustees will consciously maintain effectual legal fiduciary oversight and responsibility delegating school operation to a highly effective and stable administrative team. The team will ensure the nurturance of the professional learning environment and growth in student achievement. Responsibilities for Board and Executive Director are as follows:

- The Board of Trustees reviews and approves budgets, financial reports, and audits, adopts policies that are aligned with the school's purpose and support student achievement, delegates implementation of those policies to professional staff, and regularly monitors director performance in relationship to the school's Charter.
- The Executive Director will share the primary oversight of all school operations and development through collaborative leadership, re-defining roles when necessary to build upon strengths.

## **STAKEHOLDER INVESTMENT**

### **Parents and Community Members Access to Board Meetings**

Meeting Notices and Agendas for Board meetings will be posted at Better World Conservatory of the Arts and Sciences at various locations such as the bulletin board located at the entrance to the main lobby at least 72 hours prior to regular board meetings as well as online. The agendas will contain a brief general description of each item of business to be transacted or discussed at the meeting including items to be discussed in close session. Agendas specify the time and location of the meetings and are posted in locations that are freely accessible to members of the public. In addition, minutes of all Board meetings will be placed at the same bulletin board as well as online. Board meetings are open to the public. Parents and community members can address the board on agenda items and on non-agenda items. Speaker sign-up sheets are available at the beginning of every Board meeting. Agendas are distributed to any members of the public who request them.

---

During the Board Meeting, Board actions are recorded by a member of the Board and are reviewed by the Board Secretary prior to distribution to and adoption by the full Board. Agendas and official minutes are available at the charter school from the Office Manager.

### **BOARD PROFESSIONAL DEVELOPMENT**

To prepare each new Board member to quickly become an asset to the Charter, there is an orientation plan led by the Board President that shall take place prior to anyone joining the Board of Trustees. This orientation shall include, but not be limited to:

- Learn about the organization, culture, mission, vision, strategic priorities, financial health and academic results when available.
- Learn the environment in which the Charter School operates, including key stakeholders (authorizers, funders, etc.).
- Ensure strong understanding of the operations of the Board.
- Mandatory Brown Act training

Board members shall receive ongoing professional development on topics including:

- Annual mandatory training on the Brown Act and conflicts of interest.
- Ongoing investments in building Board member knowledge of both the organization as well as the environment in which it operates.
- Governance Procedures and Operations.

The Executive Director and Principal actively work to promote the engagement of all stakeholders. The Charter School's website and communication systems are used as mechanisms to share important information with the community, including volunteer opportunities, critical meetings, and other important events. The model of decision-making is designed to be inclusive of all stakeholders and ensure full participation and representation of parents, teachers, staff and the communities.

### **Board Delegation**

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the school any of those duties with the exception of budget approval or revision, approval of the fiscal audit, hiring and evaluation of the Executive Director, and the setting or adoption of Board policy. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation;
- Require an affirmative vote of a majority of Board members.

### **LCAP DEVELOPMENT**

In accordance with Ed. Code § 47606.5, BWCAS shall comply with all elements of the LCAP pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the

---

duration of the charter. BWCAS shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Ed. Code § 47604.33.

In planning to draft the LCAP, leadership refers to CA Education Code 52066(8)(g), which states that the Charter School shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update. This feedback will be provided during the first three (3) months of each year. In mid-January, the principal will meet with members of the school leadership team to discuss the changes in the funding formula and how those funds could be used to best meet student needs. In early February, the principal will collaborate with school leadership to draft a plan in accordance with State Priorities and local goals. In late May, the Principal will meet with school faculty and present State Priorities and the school goals. Goals will be amended based on recommendations provided from the school community. In early June, amended plans will be presented for feedback to School Site Councils, student groups, and to all parents at a monthly school parent meeting. All stakeholders are invited to submit public comment. Final plans are approved at a public board meeting.

#### **ENGLISH LANGUAGE ADVISORY COMMITTEE**

BWCAS will have a committee comprised of parents, staff, and community members specifically designated to advise school officials on English Learner program services if BWCAS has over 21 English Learner students. The ELAC shall be responsible for advising BWCAS on programs and services for English learners and on the development of the school's LEA plan.

#### **SCHOOL SITE-BASED ADVISORY COUNCIL**

Better World Conservatory of the Arts and Sciences will have an on-site governance board, the Site-based Advisory Council, consisting of the principal, parents, teachers, classified staff representation, and local community members. The Site Advisory Council is a self-selecting Body. Meetings take place once a month at the school site. During the September General Parent Meeting, parents, community members and staff self-nominate to be Council Members. The General Assembly ratifies by consensus the self-selected members. Starting in October, the Site-Based Advisory Council meets monthly with school administrators to provide suggestions and recommendations to the Board through the Principal and Executive Director on issues including, but not limited to, budgeting, curriculum, school policies, school/community participation, and the general direction of Better World Conservatory. Meetings occur monthly from October to May each school year.

Stakeholders (including administrative staff, classified staff, parents, certificated staff, and students) attend trainings on the LCFF, the LCAP, and how to read and interpret the eight priority metrics (data), and the school's goals. At these meetings, stakeholders provide input that helps to formulate the document and provide quantitative information. The group analyzes the progress that was made toward each of the goals and how/if actions and services should be revised based on quantitative and qualitative data. Throughout the school year, we meet with stakeholders on a regular basis to analyze our progress toward our goals. The LCAP will be available in the main office and is adopted at the regularly scheduled governing board meeting.

#### **PARENT INVESTMENT AND INVOLVEMENT**

One of the primary predictors of student success is parent investment in supporting the instructional program and the education for their children. Parents of students attending the Charter School will be encouraged and expected to participate in the educational process of their children. To reach this goal, parents will be meaningfully and actively engaged in their children's education. Parents will be responsible and accountable for supporting their children's learning at school and at home through their

---

participation in understanding what it will take for children to achieve at high levels, and by their active voice in achieving the goals of the school through volunteering.

- Parents will be actively engaged in the development of the school.
- Parents will be provided multiple opportunities to develop awareness of benchmarks and what their children must achieve to be successful.
- After enrollment, each parent and the school will be encouraged to sign a Family Agreement acknowledging their understanding, responsibility and commitment to support student learning and the academic goals of BWCAS. Failure to sign for agreement will in no way impact a student's enrollment.
- Parents will be strongly encouraged to commit to volunteering time to support the school and to participate as mentors. A parent's failure to volunteer or inability to volunteer will not impact a student's enrollment.
- Parent-teacher conferences will take place twice per year.

Prior to admission all parents/ guardians will be encouraged to attend an orientation. After admission, parents are encouraged to sign a non-binding contract indicating they understand the BWCAS philosophy, program and outcomes, and accept the responsibilities as set forth prior to admission. Family agreements for parents/guardians of all students will encourage their involvement in and support of their child's educational experiences. Parents will be encouraged to do the following:

- Work with the child at home with homework, projects, etc.
- Maintain a positive and effective communication with the teacher and staff.
- Ensure that their child attends school on a regular basis and on time.
- Enforce the school code of conduct with their child (i.e. wearing the uniform).
- Enroll their child in academic enrichment programs (After School and Saturday Intervention) if the school deems it necessary
- Attend at least two parent workshops during the school year. Parents' inability to attend the workshops will not have an impact on students' continued enrollment and receipt of instruction
- Encouraged to volunteer at least three hours per month at the school

Better World Conservatory of the Arts and Sciences believes that parent involvement translates into increased student achievement. The Charter School encourages, honors, and respects parent voice. Parent involvement and the inclusion of the parent voice is essential and is ensured in the following ways:

- School-parent meetings shall be held regularly while the school is in session and more frequently as necessary in order to facilitate the communication process between parents and the governing board.
- Monthly standing Coffee With The Principal meetings and at times will hold additional meeting if necessary.
- Parents will meet with staff and administrators for report card conferences throughout the year.
- Parents will be advised that the administrators and teaching staff will be available for additional conferences as needed or as requested by parents.
- Parents will have an opportunity to be part of the School Site Council and other committees organized at the Charter School.

Parents shall be consulted and advised regarding the school's educational programs and student progress through meetings and informational bulletins on an ongoing basis. Parents shall be encouraged, but not required, to provide service to the school in areas that will enhance the educational development of their children. Service opportunities may include but not be limited to assistance in classrooms, tutoring, supervision, clerical support, supervision of student field trips, and supporting and organizing parent meetings. Parents will determine the type of work they may contribute to the educational development of the children based on their own particular interests, strengths and free time.



---

Better World Conservatory of the Arts and Sciences will provide parent workshops and education classes, in English and Spanish language if necessary. Workshops may include the following:

- English as a Second Language
- Monitoring The Use of the Internet by your Child
- Adolescent Psychology and Behavior
- Helping Your Child with Homework
- Planning Educational Family Outings
- Planning Your Child's Educational Future (High School and College)

The content of these workshops are designed to assist parents in the educational development of their children. We believe that these workshops will help parents feel connected to the school community. The staff and school site administrator will maintain open lines of communication at all times with all parents.

Annually, a parent satisfaction survey will be sent home and collected to obtain a sense of parent and student satisfaction. The results of this survey will be shared with the entire staff of the school, the School Site Council, the Board of Trustees, and at the Coffee with the Principal meetings.

#### **EXECUTIVE DIRECTOR**

The Executive Director serves as both the educational and operational leader and Chief Executive Officer of the Charter. Key responsibilities include (additional responsibilities are addressed in Element 5):

- Financial management
- Operational management
- Oversight and monitoring of operations and instruction
- Facilities development
- Fundraising
- Relationship with authorizing agencies
- External communications
- Ensures the charter day to day operations is based on the mission and vision of the Charter.

#### **DIRECTOR OF FINANCE AND BUSINESS AFFAIRS**

The Director of Finance and Business Affairs will be hired pending available budget. The Charter will contract with a back office management company until one is hired. The Director of Finance and Business Affairs when hired will direct and manage the operation of all financial and business affairs of the district including accounting, payroll, purchasing, risk management, and tax collection. Oversee all facility development including new construction as well as renovations to existing facilities. Key responsibilities include (additional responsibilities are addressed in Element 5)

- Keep the Executive Director informed about the business affairs of the District
- Evaluate accounting systems, procedures, and controls in all district departments and recommend improvements to their design, implementation and maintenance
- Maintain a continuous auditing program for all funds and assist the District's independent and internal auditors in conducting their periodic and annual audits.
- Develop period cash flow and analysis and aid in determining cash available for investment and payment of bills.
- Maintain the documentation of district investment portfolio

- Oversee the preparation of monthly bank reconciliations for the operating, special revenue, debt service, construction, cafeteria, and athletic accounts; review reconciliations of vendor and payroll clearing accounts.
- Plan and conduct need assessments for improvement of district business operations

## **DIRECTOR OF HUMAN DEVELOPMENT AND TALENT**

The Director of Human Development and Talent will be hired pending available budget. The executive director will lead and facilitate the hiring of all personnel until a Director of Human Development and Talent is hired. This position manages and coordinates organization-wide efforts to ensure that performance management (PM) and quality improvement (QI) programs are developed and managed using a data-driven focus that sets priorities for improvements aligned to ongoing strategic imperatives. This position will also conduct full life cycle recruitment in sourcing the best talent for the schools served under the charter, as well as maintaining effective programs for retention, promotion and succession planning. Key responsibilities include (additional responsibilities are addressed in Element 5)

- Responsible for driving the organization's vision and strategy for the talent function as the Charter grows into a thriving charter school with qualified talent.
- Designs and executes talent acquisition strategy to ensure strong and diverse candidate pools
- Responsible for overall coordination and administration of the district's personnel services and human resources, administration of contracts, compensation, employee benefits, human resources policies and procedures, ensures compliance to California commission on teacher credentialing, supervise substitutes, employee relations, personnel records, data processing, and safety and security.
- Assists in evaluating staffing issues for certificated and classified personnel and monitors staffing ratios and allocations. Reviews personnel requests for appropriateness; analyzes and makes recommendations for proposed reorganization of departments.
- Builds the capacity of leaders across the organization
- Leads and contributes to a staff culture rooted in equity and inclusion by providing opportunities for personal and professional development.

## **PRINCIPAL**

The Principal shall be responsible for the day-to-day management of the operations of the Charter School and the instructional program and staff, with support, oversight and monitoring by the Executive Director. The Principal will be managed by and report to the Executive Director who will provide deep coaching and support. Key responsibilities include (additional responsibilities are addressed in Element 5):

- Instructional leadership and planning
- Discipline
- Health and safety
- Professional development
- Staff management, evaluation, and development
- Academic goals and assessment
- Understanding of Special Education
- School culture (student, staff, parent)
- School operations

## **BUSINESS AND OPERATIONS MANAGEMENT**

Prior to hiring the Director of Finance and Business Affairs, a charter management company will be hired to provide backend services such as budgeting/forecasting, accounts set up (insurance, benefits,

---

attendance tracking), payroll compliance, required reporting, service vendor contract negotiations and management, and purchasing. The company will continuously monitor adherence to the charter process and the law.

---

## Element 5 | Employee Qualifications

*“The qualifications to be met by individuals to be employed by the school.” (Ed. Code § 47605(b)(5)(E).)*

### EMPLOYMENT

Better World Conservatory of the Arts and Sciences will not discriminate against any employee on the basis of affiliations, political or religious acts or opinions, race, color, gender, marital status, national origin, ancestry, physical disability, actual or perceived sexual orientation, age, or any other category enumerated in Education Code section 220, or in retaliation for the exercise of any protected activity.

General employee qualifications will be sufficient to ensure the health and safety of the school’s faculty, staff, and pupils, and will adhere to all applicable laws, including fingerprinting through a certified California Department of Justice Live Scan fingerprint provider which will transmit fingerprints to the Department of Justice for the purpose of obtaining criminal record summary and subsequent arrest notification.

BWCAS will not employ a person who would be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exemption applies, and will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. Verification of DOJ clearances and ESEA and ESSA compliance is maintained in the office. Completion of employee packet includes signed submission of the following:

- Application / Resume
- TB Test clearance certification
- Employee Information Form
- W-4
- Form I-9
- Disaster Service Workers / Oath of Allegiance
- Beneficiary Designation
- Child Abuse Reporting Requirements
- Drug-Free Workplace
- Worker’s Compensation Benefits
- Employee Notification of Personal Physician if applicable and specified as a requirement
- Employee / Volunteer Personal Vehicle Use Form
- At-Will Statement
- Employee Emergency Information Card
- Staff and Student Interaction Policy
- Sexual Harassment Policy

Hiring procedures include preliminary assessment of resumes, letters of interest, and other application materials; interviews of qualified applicants by the Executive Director and meetings with other faculty or staff as appropriate; school orientation including open classroom observation, facility tour, and discussion with faculty team members from different disciplines; reference checks, review of relevant professional materials, and group discussions with students as appropriate. The hiring process takes place over multiple visits to the school and may include compensated pre-employment training. All employees are at-will. Assessment of staff effectiveness is constant and ongoing in the open classroom where the Executive Director and other faculty team support is calibrated to maximize student learning.

---

BWCAS may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation, RSP, moderate-severe teacher, etc.) from the SELPA, subject to SELPA approval and availability. BWCAS may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

Employees' job duties and work basis will be negotiated in individual employment agreements, and general job descriptions will be developed for each staff position in alignment with this Charter Petition. Salaries will be competitive with those of the neighboring district.

The School is committed to recruiting and hiring a community of professionals who are dedicated to the education of all students and the mission of the school.

### **EXECUTIVE DIRECTOR**

The Executive Director will serve as the principal of the BWCAS for the first year of operation and possibly in year two depending on funding. It is the primary responsibility of the Executive Director to ensure the organization meets annual financial goals and generates an appropriate surplus without compromising the quality of the program, in order to secure the Charter School's long-term sustainability.

The Executive Director is hired by the BWCAS's Board of Trustees which completes annual performance reviews to confirm school achievement in accordance with mission and goals. BWCAS Executive Director is responsibility for all school operations, keeping the primary focus for all areas of school functionality on student achievement. The Executive Director serves as both the educational and operational leader and Chief Executive Officer of the Charter.

Key responsibilities include:

#### ***Planning and Operations***

- Collaborates with the Board of Trustees to plan and publicize all Board meetings, prepares agendas, arranges logistics, and attends all regularly scheduled Board meetings
- Facilitates strategic planning with the Board of Trustees.
- Diagnoses the gaps between where the Charter School is, versus where it aspires to be, and ensures that appropriate strategies and practices are implemented to close these gaps
- Oversees Charter School compliance with all applicable laws, regulatory reporting, contractual obligations, and donor restrictions.
- Recruits, develops, and retains high-performing individuals who are passionate about the Charter School and its mission
- Recruits the Principal and collaborates with the Principal to assist him/her in fulfilling the educational mission of the Charter School, including working collectively to resolve any personnel issues or other disputes that may arise
- Assists Principal with data analysis and oversees all reporting related to student performance
- Prepares and updates as appropriate the Employee Handbook and Family Handbook and ensures that all parties receive and acknowledge receipt
- Establishes and oversees compliance with the Charter School's emergency and safety plans
- Ensures that an effective performance management system is in place for all staff under his/her direct supervision
- Oversees self-evaluation efforts of the Charter School, including parent surveys

- 
- Supervises creation of Charter School computer systems, including classroom computers, data systems, records management and reporting, telecommunications, etc.
  - Hires additional staff to support the Charter School, as needed, as the Charter School continues to grow

#### ***Fundraising and Financial Oversight***

- Oversees appropriate budget projections, in collaboration with any back office provider or the Director of Finance and Business Affairs
- Ensures the annual fundraising targets are met
- Develops and maintains relationships with philanthropic, business, and public sectors to increase awareness of the Charter School and increase its donor base within a competitive nonprofit (specifically charter school) funding environment
- Works with the Board on fundraising, including a capital campaign to secure and develop a permanent Charter School site
- Oversees and manages the operating budget, payroll, contracts and all other financial and accounting operations, and supervises the efforts of back-office providers

#### ***Facilities***

- Oversees Prop. 39 application process and related activities
- Pursues appropriate temporary facilities for the Charter School as needed
- Secures permanent site for Charter School
- Secures appropriate furnishing, materials, supplies, and equipment for Charter School operations

#### ***Outreach and Collaboration***

- Develops and maintains effective relationships with chartering district, and oversees all aspects of charter renewal, review and compliance
- Oversees the WASC accreditation process and any related activities
- Represents the Charter School as a leader in the California charter school community in all advocacy efforts (e.g., legislative efforts to sustain charter school funding levels) as well as with community leaders to maintain support from the local community
- Conducts outreach and serves as a liaison with local leadership, Charter School faculty and staff, students, parents, community members, partner businesses and organizations, and current and prospective supporters
- Establishes and maintains partnerships with community service organizations, businesses and local councils and residents
- Assists Principal, as requested, in coordinating parent involvement and volunteering

#### ***Communications***

- Oversees the Charter School's website, email/list-serves, newsletter, and other means of communication with the parents, teachers, volunteers, and other community members
- Maintains open lines of communication among stakeholders and works to resolve conflicts and disputes that may arise. Assists principal in coordinating parent education workshops, Town Hall meetings and other forums to discuss the Charter School's mission, vision, and operations with parents and other stakeholders

---

### *Community Relations*

- Demonstrate awareness of district and community needs and initiate activities to meet those needs.

### *Educational and Instructional Leadership*

- Demonstrates an understanding of best practices in instruction and effective school systems.
- Understands special education programs and has experience working with special education teachers

### *Qualifications*

- Doctorate in Organizational Leadership and Public Policy or similar
- Masters in Administration Leadership with Administrative Credential or Master's in Business Administration (MBA)
- Bachelor's Degree

### **The Executive Director will possess the following minimum qualifications or Goals:**

- Proven track record of designing and implementing complex, long-term projects
- Demonstrated ability to innovate, motivated, sustain and lead
- Demonstrated ability to make sound decisions, and to organize and coordinate operations efficiently
- Strong interpersonal skills, curiosity, courage, and passion for the school mission
- Demonstrated ability to analyze, interpret accurately, and respond effectively to information and data of various types as communicated in multiple forms (i.e. assessment data, qualitative data, observation, demographic)
- Advanced degrees as applicable to extant needs of the position
- Administrative experience overseeing multi-school educational programming
- Knowledge of relevant California codes.
- Knowledge of current educational trends and research.
- Knowledge of state and federally funded programs.
- Ability to assist in the selection of competent staff.
- Ability to approach decisions with an open mind and able to generate a wide range of alternatives for problem solving.

### **DIRECTOR OF FINANCE AND BUSINESS AFFAIRS**

The Director of Finance and Business Affairs will direct and manage the operation of all financial and business affairs of the district including accounting, payroll, purchasing, risk management, and tax collection. Oversee all facility development including new construction as well as renovations to existing facilities.

Key responsibilities include:

- Keeps the Executive Director informed about the business affairs of the Charter School
- Evaluate accounting systems, procedures, and controls in all district departments and recommend improvements to their design, implementation and maintenance
- Maintain a continuous auditing program for all funds and assist the District's independent and internal auditors in conducting their periodic and annual audits.
- Develop period cash flow and analysis and aid in determining cash available for investment and payment of bills.

- Maintain the documentation of district investment portfolio
- Oversee the preparation of monthly bank reconciliations for the operating, special revenue, debt service, construction, cafeteria, and athletic accounts; review reconciliations of vendor and payroll clearing accounts.
- Review and approve all purchase orders and maintain control of the budget by verifying availability of funds
- Plan and conduct needs assessments for improvement of district business operations
- Assist in projecting student enrollments, staffing needs, building and facility needs, energy needs, capital equipment needs, and other cost items for district and individual school improvement.
- Administer the business office budget and ensure that programs are cost effective and funds are managed prudently.
- Provide leadership to achieve cost-effective practices throughout the district.
- Ensure that business operations support the district's goals and objectives.
- Manage and direct all staff and activities within the Finance Department.
- Oversee continual district efforts to maintain physical school plant in a condition of operating excellence so that full educational use may be made at all times.
- Assist the Executive Directors of Non-Instructional Services in the direction and management of all new construction and renovation projects in the district.
- Assist the Executive Director of Non-Instructional Services in compliance with planning and zoning requirements.

#### ***Policy, Reports, and Law***

- Assist in implementing policies established by federal and state law, State Board of Education rule, and local board policy in area of business operations.
- Compile, maintain and file all physical and computerized reports, records, and other documents required.

#### ***Purchasing and Inventory***

- Direct and manage the purchasing activities of the Charter School.
- Develop and implement purchasing procedures to process bids and purchase orders and ensure compliance with applicable state laws and regulations.
- Oversee purchase of materials and equipment for the Charter School by competitive bids, competitive sealed proposals, requests for proposals, government catalog contract purchases, informal quotations, and negotiations following established district criteria and state purchasing rules.
- Oversee preparation of all bidding documents, including notice and instructions to bidders, specifications, and form of proposal.
- Receive and evaluate formal bids and make recommendations for the award of contracts to business manager for school board approval.
- Obtain and study comparative prices and quotations.
- Make purchasing decisions based on information obtained.
- Develop vendor and bidder lists and approve additions.
- Approve purchase orders and monitor all purchase requisitions to determine correctness of information, calculations, coding, etc.
- Administers contracts and handles adjustments with suppliers, including replacement of material not conforming to specifications, cancellation of orders, and ensuring receipt of proper credit.
- Maintain accurate and current computerized inventory records of the district's fixed and movable assets.



- Supervise maintenance of a timely replacement cost-asset listing for insurance purposes.
- Organize and conduct sales to dispose of surplus and salvage equipment.
- Work cooperatively with district personnel to determine purchasing specifications, sources, availability, pricing, shipping, and receiving.

#### *Personnel Management*

- Prepare, review, and revise business department job descriptions.
- Develop training options and/or improvement plans to ensure exemplary business operations.
- Evaluate job performance of employees to ensure effectiveness.
- Recruit, train, and supervise personnel and make sound recommendations relative to personnel placement, assignment, retention, discipline, and dismissal.

#### *Community Relations*

- Demonstrate awareness of district and community needs and initiate activities to meet those needs.

#### *Qualifications*

- Master's degree in Business Administration (MBA)
- Bachelor's degree in Business or Finance

The Director of Finance and Business Affairs will possess the following minimum qualifications or Goals:

- Proven track record of designing and implementing complex, long-term projects
- Demonstrated ability to innovate, motivated, sustain and lead
- Demonstrated ability to make sound decisions, and to organize and coordinate operations efficiently
- Strong interpersonal skills, curiosity, courage, and passion for the school mission
- Demonstrated ability to analyze, interpret accurately, and respond effectively to information and data of various types as communicated in multiple forms (i.e. assessment data, qualitative data, observation, demographic)
- Advanced degrees as applicable to extant needs of the position
- Administrative experience overseeing multi-school educational programming
- Advanced technical knowledge of school finance, budgeting, accounting systems, and economics
- Working knowledge of financial applications and accounting
- Strong communication, public relations, and interpersonal skills
- Knowledge of relevant California codes.
- Knowledge of current educational trends and research.
- Knowledge of state and federally funded programs.
- Ability to assist in the selection of competent staff.
- Ability to approach decisions with an open mind and able to generate a wide range of alternatives for problem solving.

### **DIRECTOR OF HUMAN DEVELOPMENT AND TALENT**

The Director of Human Development and Talent manages and coordinates organization-wide efforts to ensure that performance management (PM) and quality improvement (QI) programs are developed and

---

managed using a data-driven focus that sets priorities for improvements aligned to ongoing strategic imperatives. This position will also conduct full life cycle recruitment in sourcing the best talent for the schools served under Better World Public Schools, as well as maintaining effective programs for retention, promotion and succession planning.

Key responsibilities include:

- Responsible for driving the organization's vision and strategy for the talent function as the organization grows into a thriving organization with qualified talent.
- Designs and executes talent acquisition strategy to ensure strong and diverse candidate pools
- Responsible for overall coordination and administration of the district's personnel services and human resources, administration of contracts, compensation, employee benefits, human resources policies and procedures, ensures compliance to California commission on teacher credentialing, supervise substitutes, employee relations, personnel records, data processing, and safety and security.
- Develops systems and structures for identifying and developing talent through research-based strategies and tools
- Assists in evaluating staffing issues for certificated and classified personnel and monitors staffing ratios and allocations. Reviews personnel requests for appropriateness; analyzes and makes recommendations for proposed reorganization of departments.
- Builds the capacity of leaders across the organization
- Leads and contributes to a staff culture rooted in equity and inclusion by providing opportunities for personal and professional development.
- Assist in directing a program for recruitment, selection, assignment, and retention of qualified personnel.
- Assists in evaluating staffing issues for certificated and classified personnel and monitors staffing ratios and allocations.
- Reviews personnel requests for appropriateness; analyzes and makes recommendations for proposed reorganization of departments.
- Makes recommendations to Executive Director regarding transfers, reassignments, dismissals, resignations, retirements, layoffs, re-employments, vacations, leaves of absences, and administrative leaves in accordance with negotiated bargaining unit agreements, district policies and regulation, and other applicable laws.
- Works with principals and other administrators at their school sites or in their departments for appropriate supervision, evaluation, and discipline of personnel; assists in developing strategies for assistance and recognition.
- Conducts fair, thorough, and legally sound investigations; assures compliance with bargaining unit agreements, state and federal laws, board and district policies and regulations, education code, and other applicable laws.
- Establishes positive relationships with district personnel, district employee organizations, applicants, representatives from external organizations and others.
- Assists the Executive Director in efforts to plan, develop and revise personnel management policies in accordance with state legislation for submission to the Board of Education for adoption and inclusion in the district policy handbooks.
- Supports the Executive Director in the overall administrative efforts
- Interprets ideas and decisions to staff and public
- Provides information regarding pertinent division development and events.
- Assists in conducting research, analyzing data, and preparing reports for the Executive Director

- Assists in supervising the organization, supervision and evaluation of a pool of substitutes and assign them as needed.
- Attends regular meetings of the Executive Director's staff and serves actively to improve communication, cooperating and planning.
- Assists Executive Director in Leadership Development activities.
- Cooperates with college and university schools of education regarding applicants, internships, and student teachers.
- Assumes other responsibilities and tasks as assigned.

### ***Qualifications***

- Master's degree in Human Resources or Organizational Leadership
- Bachelor's degree in Human Resources or a related field

The Director of Human Development and Talent will possess the following minimum qualifications or Goals:

- Proven track record of designing and implementing complex, long-term projects
- Demonstrated ability to innovate, motivated, sustain and lead
- Demonstrated ability to make sound decisions, and to organize and coordinate operations efficiently
- Strong interpersonal skills, curiosity, courage, and passion for the school mission
- Demonstrated ability to analyze, interpret accurately, and respond effectively to information and data of various types as communicated in multiple forms (i.e. assessment data, qualitative data, observation, demographic)
- Advanced degrees as applicable to extant needs of the position
- Administrative experience overseeing multi-school educational programming
- Strong communication, public relations, and interpersonal skills
- Knowledge of relevant California codes.
- Knowledge of current educational trends and research.
- Knowledge of state and federally funded programs.
- Ability to assist in the selection of competent staff.
- Ability to approach decisions with an open mind and able to generate a wide range of alternatives for problem solving.

### **PRINCIPAL**

Better World Conservatory of the Arts and Sciences seeks a highly effective, transformational urban school leader to drive change and ensure success in building and sustaining a positive academic culture and safe climate for children and adults, and in reaching high levels of student achievement. The Principal will be responsible for ensuring that all students have the tools they need to be academically successful, that all members of the community (students, teachers, parents and guardians) have high expectations for student conduct and student achievement, and that academic performance improves significantly across the school. The Principal will be an experienced, committed, and entrepreneurial school leader who is excited by the challenge of school transformation and who has demonstrated success at dramatically improving student achievement at a high poverty school.

Below are the responsibilities and qualifications required of BWCAS principal. The specific school community's stakeholders, including school staff, parents, students, and partner organizations, will also provide their highest priority qualities and characteristics prior to the start of interviews. These will be shared with candidates who are invited to an interview.

---

### *Responsibilities*

The Principal will be responsible for success in the following key areas:

- 1) Leadership and Professional Growth:
  - Models learning-centered leadership behaviors
- 2) Change Management
  - Leads and manages change
  - Develops a shared vision around high expectations for student learning
  - Creates a culture of continuous improvement
- 3) Instruction
  - Provides support for teachers to improve instruction and build leadership capacity
  - Promotes quality teaching and learning
  - Assesses the performance of all staff
  - Understands special education programs
- 4) Culture of Learning and Positive Behavior
  - Creates and maintains a culture conducive to educator growth
  - Leads the implementation and sustainability of a positive behavior and college and career ready environment.
- 5) Family and Community Engagement
  - Engages families and community members as partners
  - Communicates with families and community members
- 6) Systems and Operations
  - Manages people, time and resources
  - Creates and maintains a productive school environment
  - Demonstrates legal and policy compliance

BWCAS principal will commit to a specific professional learning schedule. Specifically, principals will attend:

- Summer Institute
- Monthly Leadership Conferences
- Instructional Rounds (Half day, 3 times per year)
- Leadership Retreats

### *Qualifications*

- Master's Degree in Education in Administration
- Clear Administrative Credential
- Clear Multiple or Single Subject Credential
- Bachelor's degree

The ideal principal candidate will demonstrate the following qualities and qualifications:

- Track record of positive impact as a public school leader in an administrative position
- Evidence of improving student outcomes including academic achievement growth and social-emotional outcomes, such as improved student attendance and reduced suspensions
- Passion for improving academic achievement and life outcomes for low-income students of color; a belief that all students can reach high levels of achievement with support from adults

- Demonstrates strong instructional leadership skills, with an emphasis on successful teacher development and extensive knowledge of the Common Core Standards
- Completion of rigorous classroom observation training preferred
- Knowledge of research-based best practices in the field of education pedagogy including curriculum design, professional development and assessments
- Experience supervising implementation of multiple programs at the school level, including but not limited to special education, Title I, and ELL
- Ability and passion for leading a diverse team of adults to high levels of performance
- Inspiring leader, able to quickly build trust and strong working relationships with students, teachers, classified staff, parents and other community members
- Strong understanding and implementation of positive behavior interventions and supports; experience with Restorative Justice preferred
- Competent in the areas of driving for results, problem-solving, and showing confidence to lead
- Demonstrates cultural competence; comfortable, respectful and humble when working with diverse populations (parents and students, teachers and staff, community partners, others)
- Ability to model an open and honest dialogue with all stakeholders; ability to have difficult conversations when needed in order to create the best working environment for students and adults
  - Excellent oral and written communication skills
  - Reflective, self-aware and open to new ideas and opinions
  - Successful classroom teaching experience, preferably in urban schools
  - Knowledge of and/or experience with blended learning models preferred
  - Spanish proficiency strongly preferred

***Required Experience***

- At least seven years of successful full-time public school certificated service, including:
  - Three years of experience as a teacher in a K-12 public school program
- One year of service in an administrative or supervisory position utilizing an administrative credential, such as an assistant principal or equivalent position; or 3 years out of classroom experience
- At least two years must have been at a middle or high school
  - A valid California Administrative Services Credential
  - A valid California K-12 Teaching Credential
  - Master’s degree from an accredited college or university
  - Multicultural coursework (candidates have one year to complete after hire)

**ASSISTANT PRINCIPAL**

The Principal will recruit, interview, and recommend candidates for the position of Assistant Principal to the Executive Director. Selection of the Assistant Principal by the Principal and Executive Director, and approved by the Board of Directors, will be based on proven experience in educational leadership, educational vision and relevant experience with low-income and/or minority children, demonstrated ability in program design and/or development, entrepreneurial ability, and interest and commitment to educational reform.

The Assistant Principal will assist the Principal, who is the instructional leader of the BWCAS. The Assistant Principal will support the instructional vision and operations of the school by working collaboratively with the Principal and other members of the school team.

- 
- Responsibilities will include, but are not limited to, the following:
  - Assist Principal with recruiting, hiring, supervising, coaching, and evaluating all faculty and instructional staff, including providing hands-on guidance and coaching to teachers in curriculum and assessment development, data analysis, instructional practice and more;
  - Assist Principal in planning and implementing professional development;
  - Manage intervention programs for academically at-risk students, including coordinating all aspects of Special Education and the Student Success Team to ensure:
    - Compliance with all applicable laws, regulations and policies
  - Supervision, support and evaluation of Special Education services provider so Helping identify students in need of intervention
  - Communicating with staff and parents regarding interventions
  - Initiating new intervention programs as necessary
  - Training staff (instructional aides, tutors) and volunteers
  - Using assessment data to track the success of interventions
  - Attending SST and IEP meetings
  - Providing staff development on intervention programs
  - Providing small group and one on one literacy intervention
  - Oversee and support student attendance including communicating with parents regarding attendance and truancy;
  - Assist Principal in overseeing and planning parent-teacher conferences, parent meetings and parent education;
  - Oversee parent volunteer training and assignments;
  - Ongoing schedule management
  - Coordinate all state testing (CASSPP, CAST, ELPAC, etc.), including:
    - Attending trainings related to the administration of state test so Training staff in preparation for test administration
    - Ensuring the security of test documents
    - Scheduling and supervising test administration
    - Coordinating the submission of test materials
    - Supporting teachers with test administration (make-up tests, etc.)

Qualifications:

- Leadership, supervision and staff development experience;
- Experience teaching English language learners in an urban educational setting;
- Strong interpersonal skills, including the ability to interact effectively with staff members, parents, District personnel, vendors and community stakeholders;
- Proficiency in the collection and analysis of student achievement data;
- Knowledge of Special Education law and services;
- Advanced degree, preferably in education and/or administrative credential;
- In-depth understanding of and commitment to the School's vision and mission.
- Minimum of two years' experience in a similar position working with a diverse population and at-risk/special needs students, ideally in a school setting; knowledge of special education assessments and interventions preferred
- Excellent communication skills and ability to work with diverse people in diverse Situations;
- Highly organized, detail-oriented and efficient, and able to multitask;
- Passion for our mission and the families we serve
- Fluency in Spanish

---

## FACULTY TEACHING POSITIONS

The faculty teaching personnel is hired by the school principal who monitor instructional effectiveness through multiple measures of student progress including ongoing internal assessments and external accountability measures.

The teaching team will possess the appropriate credentials including Multiple Subject, Single Subject, Special Education, English Learner certifications, ESSA and ESEA compliant non-core qualifications, advanced degrees, professional experience, intelligence, humility, curiosity, and a passion for improving student learning at all levels of K-12.

Teachers shall possess the following:

- California Commission on Teacher Credentialing (CCTC) certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.
- Faculty shall meet all applicable requirements to be highly qualified under the Every Student Succeeds Act (ESSA)
- Appropriate additional qualifications as determined by program needs, including advanced university degrees or applicable professional experience
- Deep subject matter expertise, curiosity, and dedication to ongoing inquiry
- Active interest in ongoing scholarship and practice in pursuit of expanded subject knowledge
- Clear desire to work collaboratively and effectively with all members of the learning community
- Demonstrated ability to observe, assess, monitor and report on student progress
- Well-development instructional skills both within subject area and in the context of integrated subject areas
- Active engagement in robust inquiry and discussion with students, faculty and outside professional community
- Ability to operate and maintain current instructional technology including computers, computer networks and databases, presentation and duplicating technology
- Ability to establish and maintain good working habits and discipline in discussion groups and throughout the school
- Strong interpersonal skills, flexibility, enthusiasm, intelligence and humility

### *Additional Qualifications for Special Education Teacher*

- Certified Special Education teacher in the State of California
- Experience working with students with special needs
- Knowledge about the IEP process and experience working with teachers to implement the accommodations and modifications detailed in the IEP

### *Responsibilities*

Teachers will work collaboratively to assess, monitor, and plan for student progress toward academic outcomes. They participate in weekly and monthly meetings to coordinate learning experiences for students through an interdisciplinary, inquiry based framework. They will work collaboratively with community organizers and artists to build relevance and activism into their unit visions and invite opportunities for greater community engagement and volunteerism themselves and with their students. The faculty will curate and align units to the Common Core State Standards as well as Better World Conservatory's mission and goals. The Principal

---

oversees all instruction and monitors staff performance through frequent observation, faculty conferencing, and peer consultation. All staff members will undertake other duties from time to time as directed, prioritizing student safety and learning in all situations.

### **Resource Specialist Teacher**

The Resource Specialist teacher is hired by the school principal who monitor instructional effectiveness through multiple measures of student progress including ongoing internal assessments and external accountability measures.

The Resource Specialist will possess the appropriate credentials including Multiple Subject, Single Subject, Special Education, English Learner certifications, ESSA and ESEA compliant non-core qualifications, advanced degrees, professional experience, intelligence, humility, curiosity, and a passion for improving student learning at all levels of K-12.

Resource Teacher shall possess the following:

- California Commission on Teacher Credentialing (CCTC) certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.
- Appropriate additional qualifications as determined by program needs, including advanced university degrees or applicable professional experience
- Deep subject matter expertise, curiosity, and dedication to ongoing inquiry
- Active interest in ongoing scholarship and practice in pursuit of expanded subject knowledge
- Clear desire to work collaboratively and effectively with all members of the learning community
- Demonstrated ability to observe, assess, monitor and report on student progress
- Well-development instructional skills both within subject area and in the context of integrated subject areas
- Effective faculty team membership in multi-age, open classroom setting
- Active engagement in robust inquiry and discussion with students, faculty and outside professional community
- Ability to operate and maintain current instructional technology including computers, computer networks and databases, presentation and duplicating technology
- Ability to establish and maintain good working habits and discipline in discussion groups and throughout the school
- Strong interpersonal skills, flexibility, enthusiasm, intelligence and humility

### ***Responsibilities***

Resource Specialist will work with faculty and school leaders to provide targeted support and interventions to students (special needs, literacy development, etc.). Responsibilities will include:

- Provide direct instruction/support to students as identified by teaching staff
- Provide technical expertise to teachers and staff as it relates to serving students with special needs (gifted, students with disabilities, etc.)
- Establish effective working relationships with teachers, staff and parents
- Work closely with special education services providers as needed to meet needs of individual students
- Demonstrate teaching strategies and utilize materials considered appropriate and effective in meeting both academic and non-academic needs of identified students with special needs



- Provide consultation to school staff and parents which may relate to student assessment, specialized instruction or behavior management
- Help train volunteer tutors in working with students
- Have experience in guiding and implementing the Individualized Educational Plan as required by law for students with IEP's.
- In addition to meeting the qualifications of a teacher as noted above, these teachers will be expected to have additional experience and qualifications including:
  - Mild to Moderate Special Education Credential with a RSP certification desired for Intervention/Resource Specialist; Literacy expertise and advanced training desired
  - Evidence of successful specialized experience (e.g. special education) is desired
  - Ability to administer and interpret results of assessment instruments
  - Commitment and experience working with a diverse population
  - Experience working with parents and families
  - Experience with community resources referrals
  - Excellent communicator and facilitator
  - Strong commitment to the School's mission and values
  - Comfortable with a start-up environment, including fast growth and flexible roles

## COUNSELOR

Development and support students to be prepared for, admitted to, and successful through college. The counselor develops strategies and implements activities to address the needs of the students to meet this goal; consults and collaborates with school staff; and works with parents/guardians to support students' success.

Essential functions included, but not limited to:

- Provide orientation activities for incoming students
- Participate in orientation programs for parent/guardians and students.
- Inform students and their parents/guardians of test results and their implication for educational planning.
- Provide resources and information to assist students to develop a rigorous academic course schedule, aligned with students' skills and interests.
- Evaluate students' graduation status and inform students of their status for graduation
- Assist in registration and schedule changes/conflicts for all students.
- As necessary, develop or support development of 504 plans, participate in Individual Education Plan meetings, and contribute in the development of the Student's Individual Transition Plan (ITP).
- Facilitate and/or participate in Student Success Team (SST) meetings
- Counsel, motivate and work with students who are underachieving or performing poorly academically.
- Coordinate at-risk programs

### Requirements:

#### *Education and Experience*

- A Master's Degree in School Counseling, Education, Psychology, Social Work, or another related field.
- Possess a valid California Pupil Personnel Services Credential (PPS) with an authorization in School Counseling.
- Two years of high school counseling experience.

---

## PARAPROFESSIONALS

Paraprofessionals are hired by the school principal who monitor instructional effectiveness through multiple measures of student progress including ongoing internal assessments and external accountability measures.

Paraprofessional staff report to the Principal and provide support for core and non-core classroom teachers in a collaborative manner. Paraprofessionals also have the opportunity to apply their special interests and talents to enhance the educational program. They provide supervision on campus during recess and lunch breaks and facilitate drop-off and pick-up procedures.

Paraprofessionals shall possess the following:

While paraprofessionals are not required to hold credentials, the School will ensure that all paraprofessionals will possess

- a high school diploma or the equivalent as well as an AA degree or two years of college with a minimum of 60 semester units.
- They will be expected to demonstrate subject matter knowledge and the ability to work well with students,
- The ability to carry out the roles and responsibilities as stated in their specific job description.
- Clear desire to work collaboratively and effectively with all members of the learning community
- Active engagement in robust inquiry and discussion with students, faculty and outside professional community
- Ability to operate and maintain current instructional technology including computers, computer networks and databases, presentation and duplicating technology
- Ability to establish and maintain good working habits and discipline in discussion groups and throughout the school
- Strong interpersonal skills, flexibility, enthusiasm, intelligence and humility

### *Faculty Hiring*

As a public charter school organization with a clearly defined focus, Better World Conservatory of the Arts and Sciences invites candidates interested in working in more accountable, innovative, collaborative environments who are themselves educational change agents. A rigorous and sound process for selecting from the pool of teacher candidates is essential.

BWCAS has a multiple-stage approach includes: a resume screen; interview with a site hiring committee (discussed below); demonstration lesson with students; and reference checks. The Principal will be in charge of making school hiring decisions and may have the opportunity to work with other staff and community members in making these decisions.

The Charter School will utilize a hiring team that includes some or all of the following individuals:

- **Principal:** Chairs the hiring committee and makes all final decisions on hiring for the Charter School.
- **Office Manager:** Helps organize the process and paper trail, including: scheduling candidates for interviews and demonstration lessons; collecting score sheets; coordinating with current staff or participating students for demonstration lessons

- 
- **Faculty:** Actively participate in evaluating candidates through interview and demonstration lesson observation.
  - **Parents:** Actively participate in evaluating candidates through the interview process, observe demonstration lessons and provide input.

### **OFFICE STAFF PERSONNEL**

The Office Staff is hired by the school principal who monitor and reviews employee performance in accord with mission, goals, and efficient organizational operation. Staff will possess the following minimum qualifications:

- Perform duties utilizing office methods and equipment and filing systems and computer print-outs
- Demonstrated ability to change and adapt office procedures in accord with the needs of the school
- Understand and apply school policies and procedures
- Demonstrated ability to maintain cooperative working relationships
- Ability to type at a net corrected speed of 55 words per minute
- Ability to speak and understand Spanish, and translate materials for parents
- Ability to operate and maintain office technology including computers, computer networks, and databases, and duplicating technology
- Clear desire to work collaboratively and effectively with all members of the learning community
- Organizational experience and demonstrated ability to run efficient office environment
- Ability to establish and maintain good working habits and discipline in discussion groups and throughout the school
- Strong interpersonal skills, flexibility, enthusiasm, intelligence and humility

#### ***Required experience***

- Two (2) plus years in fast-paced administrative support position
- Experience in school front office preferable
- Proficiency with Microsoft Office
- College diploma as required for specialized duties or equivalent work experience

#### ***Responsibilities***

Office staff carry out front office functions including telephone and fax communications, data entry, and retrieval, maintenance and security of student records, interface with parents and public, coordinate payroll and personnel records, perform emergency functions and other duties as assigned. Office staff performance is overseen and evaluated by school administrators with input and support from the Executive Director.

#### **Other Jobs at the School**

Below are other positions that contribute to the daily functioning of the Charter School. The selection process for all school site positions is first a screening, followed by an interview by the direct supervisor for the role and an optional team interview.

#### **BUILDING MANAGER**

*Required knowledge, skills, and abilities:*

- Knowledge of safe and efficient use of cleaning materials, chemicals, tools and equipment
- Ability to guide and support facility staff
- Ability to work independently
- Ability to communicate effectively in verbal and written form, with both students and adults
- Ability to maintain simple records
- Ability and willingness to meet the physical requirements necessary to perform the required duties, including ability to lift, carry, push, pull and move heavy objects on a regular basis
- Ability to interact appropriately with children of different ages

*Required educational level:* None

*Required Experience:* 1-3 years of janitorial experience preferred but not required

*Essential Duties and Responsibilities*

- Oversees and supports the Assistant Building Manager
- Clean classrooms, rest rooms, hallways, multipurpose room, offices and all interior rooms during the day
- Set up and clean dining area before, between, and during breakfast and/or lunch period
- Respond to emergency cleanups during the day, such as clogged drains and spills
- Perform minor routine maintenance, including touch-up painting, replacing lights, etc.
- Perform routine grounds-keeping duties, including picking up litter, weeding mowing the lawn
- Coordinate and manage night cleaning service and contractors to ensure building and grounds are well-cleaned and maintained, and a regular schedule of major cleaning is kept (e.g. polishing floors, steam cleaning carpets, etc.)
- Order cleaning and building supplies
- Set up and arrange furniture for assemblies, meetings and special events
- May be responsible for locking and unlocking doors, windows and gates, and turning security system on/off
- Identify any major security or safety hazards and major repair needs
- Demonstrate knowledge of, and support, BWCAS mission, vision, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
- Perform other related duties as required and assigned

**AFTER SCHOOL EDUCATOR**

*Required knowledge, skills, and abilities:*

- Ability to effectively implement curricula and program activities
- Ability to effectively manage classroom activity and promote responsible student behavior and decision-making
- Knowledge of child and/or youth development concepts and different learning styles; demonstrated enthusiasm for working with young people
- Ability and willingness to reflect and improve own performance, including developing knowledge of Instructional Guidelines and participating in professional development
- Proficiency in use of computer technology and the internet

*Required educational level:* Associate's degree or 48 units of college credit

*Required Experience*

- Experience working with children or youth in a school or community-based setting  
1+ year as a teacher, teacher intern, or teaching assistant preferred

---

### *Essential Duties and Responsibilities*

- Maintains a safe and effective environment for academic instruction and/or enrichment activities
- Effectively manages student classroom behavior to ensure all students are fully engaged in learning
- Complies with all safety and other regulatory and/or funder requirements Delivers high-quality instruction in assigned academic or enrichment content areas which is developmentally appropriate; differentiates instruction to meet individual student needs
- Under the guidance of the Principal of The Charter School or other assigned staff, implements regular assessments and analyzes student performance data to drive lesson planning and monitor student progress
- Collaborates with other afterschool staff, school day teachers and outside service providers to identify unique student needs, diagnose and address learning challenges, and share information about student progress
- As needed, provides whole class, small group and individualized instruction to students
- Creates an environment of high expectations for learning, student behavior and staff professionalism
- Fosters a program culture of high expectations that includes college preparation for all students
- Collaborates with team members to shares best practices and improve own and others' instructional skills, including actively participating in professional development, training and coaching opportunities
- Supports regular communications with parents/families to engage them in the afterschool program to help support student success
- Fulfills all administrative requirements, including tracking daily student attendance, in accordance with BWCAS procedures
- Demonstrate knowledge of, and support, the school's mission, vision, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
- Performs other related duties as required and assigned

### **OTHER ADMINISTRATIVE STAFF**

BWCAS may also hire as needed a part-time meal coordinator to collaborate with the School's meal provider and business service provider to order, receive and distribute meals to students and ensure compliance with the federal NSLP program, charter, and all related laws. Additionally, the School may employ part-time maintenance/janitorial staff, or it may contract for these services with an outside service provider. These employees would be selected by and report to either the Principal, the Executive Director, or Director of Finance and Business Affairs depending on the roles and responsibilities identified specifically in their respective job descriptions.

BWCAS may also hire a Community Outreach and Engagement Coordinator. The Community Outreach and Engagement Coordinator will be primarily responsible for ensuring open and frequent communications with families and overseeing the School's parent and community engagement program. The Community Outreach and Engagement Coordinator will facilitate volunteer experiences at the School in collaboration with other staff, link families with resources and programs available in the community and facilitate parent information sessions, Town Hall events, and other events.

### **On-Boarding Professional Development**

Once new faculty members are hired, BWCAS will invests in their continued professional development. Faculty new to BWCAS will participate in two weeks of training along with follow-up trainings to become fluent in the BWCAS education program; the culture, literacy instruction, math instruction,

---

rigorous interdisciplinary instruction, parent engagement and time with other team members examining student data. Each subject training includes professional development about assessing student achievement, classroom management and differentiating instruction. Teachers also receive ongoing professional development that takes place weekly on minimum days. Weekly professional development are based on the specific needs of students. The topics are determined by the principal with input from the faculty.

---

## Element 6 | Health and Safety Procedures

*“The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.” (Ed. Code § 47605(b)(5)(F).)*

### HEALTH AND SAFETY

Better World Conservatory of the Arts and Sciences is committed to providing a safe, nurturing, healthy, and protective atmosphere in which every member of the community will grow and prosper.

### WORKPLACE SAFETY

All employees at BWCAS are responsible for school site safety for themselves and others in their work areas. They must report any safety concerns immediately to their immediate supervisor or the School administration. If an employee suspects a concealed danger is present on the School’s premises, or in a product, facility, piece of equipment, process, or business practice for which BWCA is responsible, the employee will bring it to the attention of their supervisor or Principal immediately. Supervisors will arrange for the correction of any unsafe condition or concealed danger immediately and will contact the Principal to report the problem.

Employees will be encouraged to report any workplace injury or accident to their supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported.

Better World Conservatory of the Arts and Sciences Employee Handbook will contain rules regarding Health and Safety that must be conscientiously and consistently followed by all employees. Periodic updates will be provided to all employees in writing as needed to keep policies and guidelines current.

In order to provide safety for all students and staff, the BWCAS will adopt and implement full health and safety procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. A comprehensive set of health and safety policies will be kept on file at the school site.

#### Policies

- Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
- A requirement that the school safety plan will be developed and kept on file for review, and that school staff will be trained annually on the safety procedures outlined in the plan
- A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate “first responder” training or its equivalent.
- Policies related to the administration of prescription drugs and other medicines
- A policy that the school will be housed in facilities that have received State Fire Marshal approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no substantial seismic safety hazard. Periodic inspections will be undertaken, as necessary, to ensure such safety standards are met.
- A policy that ensures that the facility meets the Orange County Uniform Building Code.
- A policy establishing that the school functions as a drug, alcohol, and tobacco free workplace.

- Charter School will require its employees to provide the school with a criminal record summary as required in Ed Code section 44237.
- Reporting child abuse is mandated by the California Penal Code. BWCAS expects any mandated reporter to report any suspected case of child abuse or child neglect. Teachers and classified employees must make the report and notify an administrator. An employee may ask an administrator to assist, but the employee is responsible for making the report. BWCAS administration reviews the reporting procedures at the beginning of the year with the staff through in-services. This training will be provided within the first six (6) weeks of the school year or within the first six (6) weeks of that person's employment.
- Compliance with all health and safety laws and regulations that apply to non-charter public schools, including those regarding auxiliary services (food services, transportation, custodial services, hazardous materials, etc.) and those required by ADA (Americans with Disabilities Act), CAL/OSHA, the California Health and Safety Code, the Healthy Schools Act, and EPA.
- All staff members will be Red Cross certified in CPR and First Aid
- Emergency kits, including universal bloodborne pathogens barriers, are available throughout the school and restocked as necessary
- Fire extinguishers are regularly serviced and prominently displayed with locations clearly indicated

## **FACILITY SAFETY**

The Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

Any facility utilized by BWCAS will comply with state building codes, federal Americans with Disabilities Act ("ADA") access requirements, and other applicable fire, health, and structural safety requirements. BWCAS will maintain readily accessible records documenting compliance with the above referenced codes, acts, and requirements. BWCAS will ensure that any facility utilized has an appropriate Certificate of Occupancy.

In addition, Charter School will adhere to the Establishment Clause of the First Amendment on separation of Church and State. Any lease arrangement with a church may not advance or inhibit religion, nor give rise to excessive government entanglement with religion.

## **MAINTENANCE**

BWCAS will contract with private companies and have the option to hire its own employees of BWCAS to perform the following services unless co-located on the District's property per the Facilities Agreement:

- Routine maintenance
- Building equipment operations (e.g., air filter changes)
- Major or deferred maintenance
- Alterations and improvements
- Custodial services
- Gardening
- Landscaping
- Tree trimming



- 
- Integrated pest management
  - Utilities
  - Preventative maintenance

Better World Conservatory of the Arts and Sciences will comply with federally mandated Title IV provisions of the *Safe and Drug Free Schools and Communities Act*, including the adoption and implementation of policies, intervention plans, and education focused on the prevention of curtailment of the use of drugs, alcohol, and tobacco by students. These provisions are implemented in manner consistent with organization mission and goals.

#### **FERPA**

The Charter School, its employees and officers will comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

#### **BACKGROUND CHECKS**

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary.

#### **TUBERCULOSIS TESTING**

Faculty and staff will be tested for tuberculosis at the employee's expense prior to commencing employment and working with students as required by Education Code Section 49406.

#### **MANDATED REPORTING**

School employees are state mandated to report known or suspected cases of child abuse. Any Better World Conservatory teacher, administrator, instructional aide, or classified employee who knows or responsibly suspects that a child has been the victim of a child abuse incident must, by law: 1) Report the incident to a child protective agency immediately by telephone; 2) Send a written report of the incident to the same agency within 36 hours. All Better World Conservatory employees are mandated child-abuse reporters, are informed about the law, and are required as a condition of employment to agree to comply with its provisions.

#### **VOLUNTEERS**

Better World Conservatory of the Arts and Sciences supports and values the involvement of parents and community. Parents / guardians and interested community members are welcome to visit the school, participate in discussions and projects, and volunteer to share their expertise. Fingerprinting and background checks will not be required for drop-in visits, observations or other activities under direct supervision of staff. Fingerprinting and Department of justice background checks are required for all volunteers who will be in the classroom on a long term basis, and any volunteer who will be in contact with students in a situation unsupervised by staff. All background material and information is confidential.

---

## IMMUNIZATIONS AND BLOODBORNE PATHOGENS

### **Pupil Immunization**

Better World Conservatory of the Arts and Sciences will require immunization of students as a condition of school attendance to the same extent as would apply if the students attended a non-charter public school.

### **Bloodborne Pathogens**

The Charter School shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designated to protect employees and students from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

## MEDICATION AND HEALTH SCREENINGS

### **Prescription Medications**

Students requiring medications and other medicines during school hours will be accommodated. Parents must bring medication to the office in the original containers, with the name of the prescribing physician, the name of the student, and dispensing instructions. Parents will complete the appropriate form authorizing the school staff to administer medication. Designated staff will put medications in a locked cabinet or refrigerate as needed for medications requiring refrigeration. Designated staff will log times for administering medications for each student and will establish a system to ensure that medications are dispensed at the appropriate times. Designated staff will call students to receive medications at the appropriate times. In cases of long-term prescriptions, designated staff will provide parents with one week’s notice to alert them that additional medication is needed.

*Health Screenings: Vision, Hearing, and Scoliosis*

BWCAS will adhere to Education Code Section 49450, et seq., regarding vision, hearing, and scoliosis screening as applicable to the grade levels served by the Charter School.

### **Diabetes**

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

---

### **Feminine Hygiene Products**

The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.

### **McKinney-Vento Act**

BWCAS will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth have equal access to the same free, appropriate public education as provided to other children and youth.

### **Drug Free / Alcohol Free / Smoke Free Environment**

The Charter School shall function as a drug, alcohol and tobacco free workplace.

### **Comprehensive Sexual Harassment Policies and Procedures**

BWCAS is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. BWCAS will develop a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct).

## **HEALTH AND WELLNESS (NSP)**

BWCAS is committed to establishing a positive school environment that promotes students' health, well-being, and ability to learn by supporting healthy eating and physical activity. The school will participate in the National School Lunch Program (NSLP), a federally-assisted meal program operating in public and nonprofit private schools and residential child care institutions. The NSLP provides nutritionally balanced, low-cost or free lunches to children each school day. BWCAS will vendor comply with the federal and state regulations/requirements of the program.

AB 1871 as added to Ed Code 47613.5 requires a charter school to provide each needy pupil, as defined, with one nutritionally adequate free or reduced-price meal during each school day.

BWCAS is committed to establishing a positive school environment that promotes students' health, well-being, and ability to learn by supporting healthy eating and physical activity. The school will participate in the National School Lunch Program (NSLP), a federally-assisted meal program. NSLP provides nutritionally balanced, low-cost or free lunches to children each school day. BWCAS will vendor comply with the federal and state regulations/requirements of the program.

Students in grades 7<sup>th</sup> through 12<sup>th</sup> will have a nutrition period of 20 minutes and a lunch period of 30 minutes each day for the exception of Early Release days on Wednesday in which they will have one 20 minute Nutrition/Lunch period.

### **Best Practices as Indicated by CDE** (<https://www.cde.ca.gov/ls/nu/sn/timetoeat.asp#practices>)

BWCA will review the lunch and nutrition structure and organization to include best practices as identified by the California Department of Education. BWCAS will observe lunch and nutrition at least three times a year to ensure efficiency and to ensure students have enough time to eat as well as any actual or perceived barriers to school lunch participation.

---

### *Points of Service*

- Upgrade or add points of service to speed up or shorten the lunch line
- Rearrange or spread out points of service for better access for students
- Place grab and go carts at exits to encourage students on open campuses to eat a meal before they leave
- Speed up service with barcode scanners, photo IDs, lanyards with lunch cards, etc.
- Have students line up alphabetically

### *Lunch Periods*

- Add a lunch period or institute staggered/overlapping lunches
- Lengthen the lunch period by adding time at the end of the school day

### *Supervision at Lunch*

- Add additional staff to supervise in the cafeteria or on the lunch line
- Ask for parent volunteers to help provide lunchtime supervision
- Have the principal on daily lunch duty to improve student behavior and school morale
- Assign students to sit at the same table daily

### *Recess or Free Time*

- Alternate lunch and recess: some students are out playing while others eat
- Split the lunchtime recess: students have 15 minutes of play, eat lunch, and then have another 15 minute recess
- Provide a few minutes of free time before lunch to allow middle and high school students to expend some energy before eating

### *Ensuring Seat Time*

- Dismiss students individually instead of allowing them to get up and leave when finished
- Require a specific amount of time for sitting and eating before going out to play
- Encourage children to finish their meal by having a few minutes of quiet time at the end of the eating period
- Install timers in the cafeteria that start when the last student in line sits down; students must stay seated until the timer counts down to zero

### *Additional Solutions*

- Promote collaboration at the school and district level; school administration and nutrition staff can work together to ensure all students have enough time to eat
- Award front of the line passes to students at the end of the line or as an incentive for good behavior
- Reward students with extra time added onto a lunch period
- Improve food quality and variety, pay attention to student preference
- Cut up fruits and vegetables to make them easier to eat
- Implement a local school wellness policy (LSWP) that supports time to eat

## **MENTAL HEALTH SERVICES**

AB 2002 Requires a charter school to notify pupils and parents or guardians of pupils no less than twice during the school year on how to initiate access to available pupil mental health services on campus or in the community, or both, as follows:

- 
- (1) A school shall use at least two of the following methods to notify parents or guardians:
    - (A) Distributing the information in a letter electronically or in hardcopy, including, but not limited to, through the postal service.
    - (B) Including the information in the parent handbook at the beginning of the school year in accordance with Section 48980.**
    - (C) Posting the information on the school's Internet Web site or social media Internet Web page.**
  - (2) A school shall use at least two of the following methods to notify pupils:
    - (A) Distributing the information in a document or school publication electronically or in hardcopy.
    - (B) Including the information in pupil orientation materials at the beginning of the school year or in a pupil handbook.**
    - (C) Posting the information on the school's Internet Web site or social media Internet Web page.**

BWCAS will notify parents through a parent handbook that will be handed out at the beginning of the school year. BWCAS will notify students during the student orientation materials at the beginning of the school and in the student handbook. In addition to the student handbook, both students and parents will have access to the information on the school's website.

## **SUICIDE PREVENTION POLICY**

The Charter School shall maintain will adopt a policy on student suicide prevention in accordance with Education Code Section 215 and will review the policy every five (5) years or as needed.

BWCAS is committed to providing a safe, civil, and secure school environment. BWCAS is charged to respond appropriately to a student expressing or exhibiting suicidal ideation/behavior and to follow-up in the aftermath of a death by suicide.

### **Suicide Prevention Liaison**

Suicide Prevention Liaison(s) are the administrator/designee and/or mental health professionals (e.g., Psychiatric Social Worker, Pupil Services and Attendance Counselor, School Psychologist, or School Counselor) identified in the Integrated Safe School Plan's (ISSP) *School Site Suicide/Threat Assessment Team*. The school site administrator designates these individuals annually. School staff may seek support from the Suicide Prevention Liaison(s) when they are concerned about a student's suicidal ideation/behavior.

### **Risk Assessment**

An evaluation of a student who may be at risk for suicide. Risk assessments may be conducted by the *administrator/designee* and/or *Suicide Prevention Liaison(s)*. This assessment is designed to elicit information regarding: the student's intent to die by suicide; previous history of suicide attempts; presence of a suicide plan and availability of lethal means; presence of support systems; level of hopelessness and helplessness; mental status; and other relevant risk factors.

### **Suicide Contagion**

---

Suicide contagion is the process by which exposure to suicidal behavior or death by suicide increases the suicidal behaviors of others. Guilt about a loved one's death, identification with the person who has died, and modeling of suicidal behaviors may play a role in contagion.

### **All Employee Responsibilities**

1. All employees will complete a Suicide Prevention and Awareness Training annually. The training certifies that employees know the warning signs and risk factors for suicide, as well as what to do if they are concerned about a student who might be suicidal.
2. Inform the school site administrator/designee and/or Suicide Prevention Liaison immediately or as soon as practically possible of concerns, reports, or behaviors relating to students who might be suicidal and/or engaging in self-injury.

### **School Site Administrator/Designee Responsibilities**

1. Designate Suicide Prevention Liaison(s) in the ISSP's *School Site Suicide/Threat Assessment Team*.
2. Respond to reports of students at risk for suicide or exhibiting self-injurious behaviors immediately or as soon as practically possible.
3. Monitor and follow-up to ensure that the risk has been mitigated through support and resources.
4. Ensure that the SPIP policy is implemented.
5. Provide follow-up to relevant staff as needed.
6. Report incident in PowerSchool

### **Suicide prevention**

Suicide prevention involves school-wide activities and programs that enhance connectedness, contribute to a safe and nurturing environment, and strengthen protective factors that reduce risk for students.

Suicide prevention includes:

1. Promoting a climate of positive behavior support and intervention
2. Increasing staff, student, and parent/guardian knowledge of warning signs and risk factors for suicide and what to do when a student is expressing suicidal ideation/behavior.
3. Engaging students by providing structure, guidance, and fair discipline.
4. Monitoring students' emotional state and well-being and making referrals for support, as needed.
5. Modeling and teaching desirable skills and behavior.
6. Promoting access to school and community resources.

### **INTERVENTION: PROTOCOL FOR RESPONDING TO STUDENTS AT RISK FOR SUICIDE**

Suicide is death caused by self-directed injurious behavior with the intent to die. Sometimes there may be a precipitating event, such as a break-up or recent death of a loved one, prior to the death by suicide. However, it is important to remember that suicide is a complex phenomenon that cannot be attributed to one single cause.

---

### **Warning Signs for Suicide**

Warning signs are observable behaviors that may signal the possible presence of suicidal thinking. They might be considered cries for help or opportunities to intervene. Warning signs indicate the need for an adult to inquire directly about whether the student has thoughts of suicide. Warning signs include:

- Feelings of sadness, hopelessness, helplessness
- Significant changes in behavior, appearance, thoughts, and/or feelings
- Social withdrawal and isolation
- Suicide threats (direct and indirect)
- Suicide notes and plans
- History of suicidal ideation/behavior
- Self-injurious behavior
- Preoccupation with death
- Making final arrangements (e.g., giving away prized possessions, posting plans on social media, sending text messages to friends)

### **Risk Factors for Suicide**

Risk factors are characteristics or conditions that may increase the chance that a person may try to take their life. Suicide risk tends to be highest when someone has several risk factors at the same time. Risk factors may encompass biological, psychological, and/or social factors in the individual, family, and environment. Risk factors include:

- Access to means (e.g., firearms, knives, medication)
- Stressors (e.g., loss, peer relations, school, gender identity issues)
- History of depression, mental illness, or substance/alcohol abuse
- Disorders
- History of suicide in the family or of a close friend
- History of mental illness in the family

The following are general procedures for the school site administrator/designee and/or Suicide Prevention Liaison(s) to respond to reports of students at risk for suicide.

**The urgency of the situation will dictate the order and applicability in which the subsequent steps are followed.**

1. Respond Immediately
  - a. Report concerns or incidents directly to the administrator/designee and/or Suicide Prevention Liaison(s) immediately or as soon as practically possible. For example, do not wait until the end of the day or leave a note, send an e-mail, or leave a voicemail without ensuring that the message was received.
  - b. Ensure that a staff member, not a student, accompany the student sent to the office for an assessment.
2. Secure the Safety of the Student
  - a. For immediate, emergency life-threatening situations, call 911.

- 
- b. Supervise the student at all times. Ensure the physical environment the student is in is free of any items/objects that could potentially be harmful, such as scissors, letter openers, staplers, pushpins, pencil sharpeners.
  - c. If appropriate, conduct an administrative search of the student, backpack, and locker to ensure there is no access to means, such as razor blades or pills.
  - d. If a student is agitated, unable to be contained, or there is a need for immediate assistance, contact the local law enforcement agency.
  - e. BWCAS employees should not transport students. Only local law enforcement, or designated Department of Mental Health clinicians, including Psychiatric Mobile Response Team (PMRT) staff, are authorized to transport an individual for a psychiatric evaluation (5150/5585) if the current circumstances meet the criteria.
  - f. If the school receives information that the student may pose a danger to self and/or others but is not in attendance, contact local law enforcement to conduct a welfare check to determine the safety and well-being of the student, as well as others.
3. Assess for Suicide Risk
    - a. The administrator/designee or designated Suicide Prevention
    - b. Liaison(s) should gather essential background information that will help with assessing the student's risk for suicide (e.g., what the student said or did, information that prompted concern or suspicion, copies of any concerning writings, drawings, text messages, social media, or previous PowerSchool history).
    - c. The administrator/designee or the designated Suicide Prevention Liaison should meet with the student to complete a risk assessment. Based on the information gathered and assessment of the student, the assessing party should collaborate with at least one other designated school site crisis team member to determine the level of risk.
    - d. Any consultations made by the assessing party should be in a confidential setting and not in the presence of the student of concern. Another designated staff member should supervise the student at all times.
  4. If the level of risk is determined to be moderate or high, contact the local police department or the PMRT. Both agencies are authorized to assess, determine if the current circumstances meet the criteria, and transport an individual for a psychiatric evaluation (5150/5585), if needed. It is not necessary to call both agencies for a response.

*The privacy of all students should be protected at ALL times. Disclose confidential information only on a right to know and need to know basis.*

5. Communicate with Parent/Guardian

The Suicide Prevention Liaison or assessing party should contact the parent/guardian or consult the emergency card for an authorized third party. When communicating with parent/guardian:

- a. Share concerns and provide recommendations for establishing safety in the home with "means restriction" (e.g., securing/removing firearms, medications, cleaning supplies, cutlery, and razor blades).
- b. If the student is transported to the hospital, communicate a plan for re-entry.
- c. Provide school and/or local community mental health resources, including the nearest Mental Health Clinic. Students with private health insurance should be referred to their provider.
- d. Facilitate contact with community agencies and follow-up to ensure access to services.



- 
- e. Obtain parent/guardian permission to communicate with outside mental health care providers regarding their child using

### **Determine Appropriate Action Plan**

The assessing party should collaborate with at least one other designated school site crisis team member to determine appropriate action(s) based on the level of risk.

There are circumstances that might increase a student's suicide risk. Examples may include suspension, expulsion, relationship problems, significant loss, interpersonal conflict, or being identified as a student of a vulnerable population. The action plan determined should be documented and managed by the school site administrator/designee. Actions may include:

- Develop a safety plan. A safety plan is a prioritized list of coping strategies and resources that a student may use before, during, or after a suicidal crisis.
- The administrator/designee and/or Suicide Prevention Liaison(s) should monitor and manage the case as it develops and until it has been determined that the student no longer poses an immediate
  - Throughout the safety planning process, a collaborative problem solving approach should be used to assess and address any potential barriers the student may have with following through with the safety plan.
  - If the student enrolls in a new school, the safety plan should be reviewed with the new school site crisis team to ensure continuity of care and revised as needed.
- Follow student re-entry guidelines. A Re-entry Safety meeting is to be held to outline the steps that will be taken to protect the child. **Student Re-Entry/Safety Planning Meeting** sign-in sheet to document participation in any meetings regarding the student.
  - A student returning to school following psychiatric evaluation or hospitalization, including psychiatric and drug/alcohol inpatient treatment, must have written permission by a licensed California health care provider to attend school.
  - If the student is absent or out of school due to a mental health evaluation/hospitalization, the school site administrator/designee should hold a re-entry meeting with key support staff, parents/guardians, and student upon their return to facilitate a successful transition.
  - As appropriate, consider an assessment for special education for a student whose behavioral and emotional needs affect their ability to benefit from their educational program
- Mobilize a support system and provide resources.
  - Connect student and family with social, school, and community supports.
  - Refer the student to the nearest Mental Health Clinic Center, a community resource provider, or their health care provider for mental/physical health services.
- Monitor and manage.
  - The administrator/designee and/or Suicide Prevention Liaison(s) should monitor and manage the case as it develops and until it has been determined that the student no longer poses an immediate threat to self.
  - Maintain consistent communication with appropriate parties on a right to know and need to know basis.
  - If the parent/guardian is not following the safety recommendations, a suspected child abuse report may be filed.

### **EMERGENCY DRILLS**

BWCAS safety protocols and emergency plans are developed with the guidance of local law enforcement, school administration in order to prepare for natural disasters and emergency situations (e.g., fire,

---

earthquake, lockdown, terrorist threats, power outages). BWCAS will have a comprehensive emergency preparedness plan that describes the safety procedures specific for the school. Training on the emergency plan will be provided to all school staff members annually. The school and classrooms will be equipped with emergency supplies.

An evacuation map will be posted in every classroom. Emergency drills (e.g., earthquake drills, fire drills, lockdown drills), are conducted throughout the school year so that all staff and students will be prepared should an emergency occur.

#### ***Fire Drills***

Fire drills will be held at least twice a semester. Office personnel will maintain a record of fire drills held and total required time for complete evacuation. When the fire drill signal sounds, teachers will lead the students in their room along the route indicated on the evacuation map posted for that purpose. Before leaving the room, teachers will see that all windows and doors are closed and that they have their class attendance roster with them. Students who are not in a classroom at the time the fire drill signal is given will attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and the administrative staff will attempt to locate missing students. Students will remain with their teachers at the designated evacuation site until the administrative staff gives the “all clear” signal.

#### ***Disaster Drills (i.e. earthquake)***

Disaster drills will be conducted at least once every two months. Students will be made familiar with the “duck and cover” routine. A disaster drill commencing with the “duck and cover” routine will be initiated by an announcement over the intercom. Staff and students will hear “this is an emergency drill., Duck and cover.” During the “duck and cover” routine in the classroom, teachers will turn off the lights and have students get under a desk or table or against the wall away from the windows. Students must remain quiet and orderly so they will be able to hear additional instructions when given. All drills will be concluded with an “all clear” announcement on the intercom, or a visible signal from the administrative staff.

In the case of a real earthquake, everyone must engage in the “duck and cover” routine immediately and remain in position until the teacher determines that it is safe to leave the building. If remaining in the room becomes dangerous, or when the shaking stops, teachers will proceed with their students to the evacuation site or another safety zone. If students are on the playground or other outdoor area when a disaster drill is called or during an actual earthquake, students are to drop immediately to the ground, away from trees and power lines, and cover their heads with their hands. They are to remain in that position until given additional instructions.

In the case of disasters other than earthquakes, the administrative staff will contact each room, advise staff of potential dangers, and give further directions or orders. Teachers and students will remain in their classrooms until instructions are received for an all clear or an evacuation. For safety purposes, no one is to leave the rooms. If there has been a chemical spill, the teacher must make sure that all doors, windows, and vents remain closed. The school site maintenance staff will turn off the gas. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas., including outdoor facilities.

---

Teachers will stay with their classes for the duration of the emergency. In the event of an earthquake or other national disaster, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

### ***Bomb Threats***

The person receiving the call or letter will note the time of day, wording of the message, background noises, and quality of the voice to try to determine if it is a young child or an adult. This person will delay the caller as long as possible, while they alert another adult to the crisis. That adult will immediately notify the telephone company to trace the call and immediately thereafter, notify the police using 911.

Based on the information at hand, the administrative staff will make a decision whether an immediate evacuation is warranted. If so, the evacuation code word “*safe school drill*” will be given over the intercom and evacuation procedures will be followed. The office personnel will coordinate information requests to and / or from law enforcement, the telephone company, and parents.

If an immediate evacuation is not warranted, the administrative staff will notify teachers to inspect their room for any suspicious materials or unknown packages, without alarming students. All unassigned staff will report to the office for assignments such as searching offices, bathrooms, and all other common areas, including outdoor facilities.

### ***Evacuation Plan***

A disaster of a significant nature may require the evacuation of the school. Immediately upon notification by outside authorities that the school must be evacuated, the administrative staff will verify the name and position of the person placing the alert. Once the source is confirmed, the administrative staff will give the evacuation code word “*safe school drill*” over the intercom. Teachers will proceed with their students to the nearest school exist indicated on the evacuation map posted for this purpose. Before leaving the room, teachers will make sure they have their class attendance roster with them. Students who are not in a classroom at the time the intercom signal is given with attach themselves to the nearest teacher exiting the building for purposes of getting to the designated evacuation site.

Prior to the evacuation, offices, bathrooms, and all other common areas, including outdoor facilities will be searched by assigned staff members designated by the administrative staff.

Once at the designated evacuation site, teachers and other staff will ensure that all students find their respective teachers. Teachers will then take roll to ensure that all students are accounted for. The names of any missing students will be given to the office personnel and an individual will be assigned the task of finding any missing students. Teachers will work to take care of students with injuries, respiratory problems, or other medical conditions. Teachers will stay with their classes for the duration of the emergency. In the event of an evacuation, all school employees are immediately designated “Civil Defense Workers” and are not allowed to leave school until they are given official clearance to do so by the administrative staff.

Students will remain with their teachers at the designated evacuation site until the administrative staff gives the “*all clear*” signal. In the event students cannot return to the school site, the

---

administrative staff will notify parents and/ or the media as to where students can be picked up. The office personnel will sign out students as they are being picked up by a parent or other adult listed on the emergency information card. Parents will be asked to remain in a designated area, and students will be escorted to the designated area for release.

---

## Element 7 | Means to Achieve Racial and Ethnic Balance

*“The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” Ed. Code § 47605(b)(5)(G).*

### MAINTAINING RACIAL AND ETHNIC BALANCE

Better World Conservatory of the Arts and Sciences is committed to maintaining a student population that reflects the racial and ethnic balance of the general population residing within the District’s boundaries, and maintains an accurate accounting of the racial and ethnic balance of the student population. BWCAS will actively recruit a diverse student population from families who share the school’s mission and support its instructional and philosophical goals.

Below is BWCAS’s strategy that includes, but is not limited to, the following elements or strategies to achieve and maintain the Racial and Ethnic Balance Goal, thus creating an ethnic, cultural, and socio-economic mix representative of Anaheim, CA.

- An enrollment timeline (spanning approximately two months between February and end of spring break) that allows for a broad-based recruiting and application process;
- Informational materials and presentations, including those posted to the Charter School’s website and contained on the Pre-Lottery Form, that appeal to the racial and ethnic groups represented in the district;
- Informational materials and presentations in languages other than English (currently Spanish) to appeal to limited English proficient populations;
- Informational materials and presentations to the target student population desiring a performing arts program with emphasis on schools located in Anaheim
- Informational materials and presentations through community groups and agencies that serve the diverse racial and ethnic groups represented in the district.
- A random selection process will be used each school year and a ranked waiting list created to fill openings as they occur.

The school will conduct orientation meetings twice per year to inform interested parents and students on what the school has to offer. Open houses and school tours will be conducted on a regular basis during the school year as well.

Better World Conservatory is committed to ensuring that all students and families involved with our outreach and process are made to feel welcome and respected. The geographic area surrounding the school site in Anaheim will be targeted in outreach efforts. The demographics for the zip code indicate that the community is 68% Latino, 6% White, 2% Black or African American, 13% Asian, and 2% Two or More Races<sup>17</sup>.

According to demographic data compiled by the California Department of Education (“CDE”), AUHSD enrolled 30,729 students in 2017-18. Of these students, African Americans constitute 2.2% of the students, American Indians .4%, Asians 13%, Filipinos 4.3%, Latinos 67.8%, Pacific Islanders .6%, and

---

<sup>17</sup> American Fact Finder. United States Census Bureau. 2012-2016 American Community Survey 5-Year Estimates. [https://factfinder.census.gov/faces/nav/jsf/pages/community\\_facts.xhtml?src=bkml](https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml?src=bkml)

Whites 5.9%. Students who spoke English as a second language made up 6,611 of the District student body. The chart below shows the percent of races and ethnic groups that attend AUHSD specific schools.

— **Enrollment by Ethnicity Chart Data**

<b>Ethnicity</b>	<b>Enrollment</b>	<b>Percent</b>
African American	672	2.2%
American Indian or Alaska Native	138	0.4%
Asian	4,020	13.1%
Filipino	1,314	4.3%
Hispanic or Latino	20,825	67.8%
Pacific Islander	171	0.6%
White	1,818	5.9%
Two or More Races	480	1.6%
Not Reported	1,291	4.2%
<b>Total</b>	<b>30,729</b>	<b>100.0%</b>

DataQuest 2017-2018 Data

**LEGAL GUIDELINES**

Better World Conservatory of the Arts and Sciences shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

**PLAN TO ACHIEVE RACIAL AND ETHNIC BALANCE**

The goal of our plan is to bring the applicant pool to be more reflective of the District, in attempt to bring more balance to the school’s population, in terms of its racial and ethnic makeup.

BWCAS will make every effort to recruit students of various racial and ethnic groups to achieve a balance that is reflective of the general population residing within the territorial jurisdiction of AUHSD.

Information sessions and school tours will be advertised on the school’s website and through direct mail to the parents of students who are eligible to attend. BWCAS will also distribute information at local businesses and community organizations, youth organizations, social service providers, faith-based organizations, grocery stores, public libraries and other local schools.

Information sessions will be conducted in English and in Spanish and held at different venues throughout the community.

BWCAS will conduct annual student orientation sessions in English and in Spanish prior to the opening of school.

**Outreach Materials**

Annual outreach will include:

- Posting banners in front of the school announcing, “now enrolling”
- Distributing printed flyers announcing major activities such as: the enrollment period, deadline for applications, dates and times of information sessions.
- Information sessions and school tours will include information on the school’s mission, and school goals, what it means to be an BWCAS school, school policies and procedures, and school calendar.

BWCAS will make every effort to recruit and maintain students of various racial and ethnic groups to achieve a balance that is reflective of the general population residing within the territorial jurisdiction of AUHSD by targeting enrollment and marketing efforts to surrounding communities. Information with regard to race and ethnicity of students is not, however, gathered until students have been enrolled.

**A. Benchmarks**

The Charter School will create Benchmarks for measuring the applicant pool.

Objective	Metric	Completion Date
1. Determine the ethnic diversity of the Charter School for each school year.	Collect data and organize for review	By the first of the month for the first five months of the school year
2. Address all efforts with particular attention and priority to academically low-achieving and economically disadvantaged students.	Collect data and organize for review	By December 1 of the school year
3. Research the latest available data on ethnic diversity for the District.	Collection of this data and create a comparison table	By November 1 of the school year
4. BWCAS Board reviews the data in order to approve the forthcoming outreach strategy	Inclusion in a board meeting agenda and discussion topic	By December 1 of the school year

**B. Outreach**

Better World Conservatory will follow the plan for outreach/recruitment during Open Enrollment.

Objective	Metric	Completion Date
1. The Board may review the outreach plan as well as any budget associated with the	Charter School receives board approval on outreach plan and budget allocations	By January 15 of the new calendar year

efforts		
2. Determine a list the community groups and entities to involve in outreach efforts.	Hold 3-5 meetings prior to the start of the new calendar year, in order to review plans for outreach	By January 1 of the new calendar year
3. Ensure that all marketing, outreach, written communications, and meetings are held in both Spanish and English.	Identify a competent translator for all materials and activities	By December 1 of the new calendar school year
4. Market and distribute brochures targeted toward diverse populations.	Create brochures and vet them with key parents, staff, and home office personnel.	By January 15 of each calendar year
5. Enlist the help of local businesses in the distribution of flyers and posters that advertise and recruit students.	Identify 25 well known businesses to display and/or distribute information; contact each of them personally and arrange for posting.	By February 15 of the new calendar year.
6. Hold an Open House Informational meeting on campus	Schedule and plan a meeting at the school, hosted by the principal, as well as key parents and teachers	By February 1 of the new calendar year
7. Expand the outreach of information and important deadlines to local newspapers and media, as well as fairs and community events	Advertise in at least two media sources and provide a presence at 2-3 community events	By February 1 of the new calendar
8. Provide opportunity to expand or modify efforts based upon response to Open Enrollment registration	Analyze the registration forms including available ethnic information halfway through the Open Enrollment period	By February 20 of the new calendar year



---

## Element 8 | Admissions Requirements

*“Admission requirements, if applicable.” Ed. Code § 47605(b)(5)(H).*

Better World Conservatory of the Arts and Sciences will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate on the basis of the characteristics listed in Educational Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). BWCAS will be tuition free. BWCAS complies with all laws establishing minimum and maximum age for public school attendance in charter schools. BWCAS seeks to enroll a student population largely from within the boundary of Anaheim Union High School District and neighboring districts. BWCAS will admit all students who wish to attend, subject only to the school’s capacity. In accordance with Education Code Sections 49011 and 47605(d)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

### ADMISSION REQUIREMENTS

Better World Conservatory of the Arts and Sciences will admit all pupils who wish to attend the school as outlined in Ed. Code § 47605(d)(2)(A).

BWCAS will admit all students who wish to attend the school up to capacity, and at that point will be placed in a waiting list in order drawn from a random public lottery. There will not be a test or assessment to students prior to acceptance and enrollment into the school. A place in Better World Conservatory will not be determined according to the place of residence of the pupil, or of his/her parent or guardian, within this State as provided in Education Code Section 47605(d)(2)

When applying for admissions, a written application is required from all students. Students may apply for admission at any time during the year. However, if the school has more admission applications than seats available, the school will hold a public random drawing and admissions application will be held until subsequent enrollment periods for applicants that we have not randomly chosen to attend.

Better World Conservatory of the Arts and Sciences will have public open enrollment January to March each year. The BWCAS Board of Trustees will set admission application deadlines for each enrollment period on an annual basis.

### STUDENT RECRUITMENT

BWCAS aims to serve students in need of a high quality, public, college Conservatory educational option. We are open to enrolling all students; however, as outlined in Element 7 of this petition, we have targeted our recruitment efforts in Anaheim and surrounding cities.

---

## **MCKINNEY-VENTO HOMELESS ASSISTANCE ACT**

Better World Conservatory of the Arts and Sciences will adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. BWCAS will include specific information in its outreach materials, websites, at community meetings, open forums, and regional center meetings notifying parents that the school is open to enroll and provide services for all students which shall include a school contact number to access additional information regarding enrollment.

## **NON-DISCRIMINATION**

The Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or any other information that violates federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. The Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter. The Charter School shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

## **APPLICATION PROCESS**

The application process is as follows:

- Parent attendance at one of our weekly school orientation meetings
- Completion of a student admissions application
- Parent signature of School Commitment
- Proof of Immunizations
- Home Language Survey
- Completion of Emergency Medical Information Form

Applications will be accepted during the open enrollment periods starting in August and December for enrollment in the following school year. Upon receipt of applications, each application will be numbered and stamped with the date and time.

Typically, the school will hold its open enrollment during the period August to December. For BWCAS's first year, the dates for open enrollment and random public drawing are as follows:

Open Enrollment: January 1 - March 31  
Lottery Date: March 31

## **LOTTERY PREFERENCES AND PROCEDURES**

Pupils currently attending the charter school are exempt from the lottery. During the lottery, preference for available spaces will be given to the following:

- Pupils who reside in the Anaheim Union High Unified School District or surrounding areas.
- Students eligible for the National School Lunch Program
- Pupils who are children of Founding Parents
- Siblings of currently enrolled students
- Pupils who are children of staff
- Pupils who are children of Better World Conservatory board members

No other preferences shall be given in the lottery or admissions process.

### LOTTERY AND ENROLLMENT PROCEDURES

In the event that the number of interested applicants exceeds the number of seats available, and in accordance with Ed. Code § 47605(d)(2)(B), a random public lottery will be held.

The Principal will begin the lottery by acknowledging students who are given preference.

Following the introduction and outline of the lottery process and rules from the Principal, a neutral third party will draw student names from a container until all openings are filled and all applicants have a prioritized slot on the school's waiting list, with prioritization occurring in the order of the drawing. By the close of the lottery, all students will have either an identified seat or an identified spot on the waiting list.

Should there not be more applicants than seats available by the close of the enrollment period on the first Friday in April at 5:00 PM, all applicants will be notified in writing that they have a seat in the school, and all families will have two weeks to confirm their acceptance of the seat by returning a completed and signed enrollment form. We will continue to accept applications, admitting students on a rolling and first-come, first-served basis. After all seats have been accepted, we will populate our waiting list.

The timeline for enrollment procedures is as follows:

#### Timeline of Enrollment Procedures

Action Item	Timeline	Details
Open Enrollment Period	First business day after January 1 at 8:00 AM through the first Friday in April at 5:00 PM	At the end of Open Enrollment, all "Intent to Enroll" applications will be counted by the Office Manager and Principal to determine if there are sufficient applications to fill vacant seats per grade level or class. If Principal and Office Manager discover that there are more applications than there are seats, it will be determined that a public random lottery will be held.
Random Public Lottery	After the determination to hold a public random lottery, a date will be selected one week after the last day of —Open Enrollment.	Held if the number of applicants exceed available seats
Notification of Enrollment	If a lottery takes place: within three business days of the lottery. If no lottery takes place: within three business days of the	Families will be notified, in writing and via U.S. mail, either of acceptance or place on waiting list.

	conclusion of the Open Enrollment Period.	
Enrollment Acceptance	May 1	Families return completed acceptance form
Family Orientation Meetings	Held in May, June, and August	Families receive additional information about start of school year, bring completed enrollment paperwork

Families who submitted a completed application by the close of the enrollment period and its deadline of the first Friday in April at 5:00 PM will be notified in writing of the lottery's date, time, location and rules. The date and time of the lottery will be published on the BWCAS website. Parents are invited but not required to attend. The Principal will introduce the lottery and explain the process to all stakeholders. To ensure the inclusion of all stakeholders and community residents who wish to attend, the random public lottery will be conducted in both English and Spanish if needed in a location that is widely accessible and at a time that allows the greatest number of interested individuals and parties to attend.

In the event that a lottery must be held, all interested families will receive a comprehensive letter via U.S. Postal Mail detailing the lottery process.

If a lottery need not be held, interested families will receive an offer of enrollment, along with instructions detailing how to complete and return the enrollment form, via U.S. Postal Mail.

Prior to the start of the lottery, the rules will be explained in both English and Spanish if needed. The proposed community has a significant Hispanic population and as such, translation services will be provided. The rules of the lottery, including any preferences that will be given, will be distributed in writing in both English and Spanish and with other languages as needed.

To ensure that the lottery is conducted fairly and accurately, a multi-step process is followed. The process is outlined below.

- Student names will be printed on slips of paper and placed into a box. Student names with a preference will be given a visible mark on the slip of paper indicating which type of preference they are entitled to. Preference will be indicated by a visible marker, such as green dot for siblings, red dot for student residing in the district, or a blue dot for children of founding parents and staff. Each student may have multiple markers.
- Each student's name, as drawn, will be read out loud twice by two neutral persons.
- The chronological order in which slips are pulled, and any preferences noted on the slips, are recorded on a list.
- The list is re-ordered to account for preferences noted above.
- A final check of the lottery's results will be conducted by a third individual before the final results are announced.

The lottery will be conducted in accordance with the terms of Ed. Code § 46705(d)(2)(B) and the Better World Conservatory petition. Slips will be pulled until all openings are filled; all remaining slips will be then be pulled to populate the waitlist.

In the event that a lottery needs to be held, it will be conducted on the second Saturday in April at 10:00 AM. The lottery will be conducted at the school. If the lottery is not held at the school, in compliance with Ed. Code § 46705(d)(2)(B), Better World Conservatory will ensure that the location is reasonably

---

accessible to all interested stakeholders who wish to attend, and if the lottery is not held at the school site, notice will be provided to all interested parties via the school website.

Separate lotteries for each grade level will be held. During the lottery, all applicants' names will be called. Once the number has exceeded the number of seats available within each grade level, the waiting list for that grade level will be established. The waiting list will be used to fill student vacancies before and during the school year.

#### **FOUNDING PARENT REQUIREMENT**

At Better World Conservatory of the Arts and Sciences, we believe that parents are partners on the path to college and career readiness. We want to start this partnership during our founding stage and ensure that families who contribute their time and are invested in our school will be able to send their children. The designation of "*Founding Parent*" will be in full compliance with AUHSD policies regarding such designations.

Eligibility for Founding Parents is determined by contribution of 40 hours of personal time through to the first day of instruction. There will be no contribution of funds as part of the Founding Parent commitment.

BWCAS will comply with all oversight purposes and will submit required documentation to AUHSD's charter oversight team.

#### **MEANS OF NOTIFYING FAMILIES**

Families will be notified of the status of their application within three business days of the Lottery, or three business days of the conclusion of the Open Enrollment Period, through written notice sent through the U.S. Postal Mail. The notice will state whether they have an enrollment seat or if they are on the waitlist. Families who are offered a seat will receive an enrollment form to return to the school. Families placed on the waitlist will be notified of their specific spot on that list.

If a seat becomes available during the school year, the school will contact the first family on the waiting list via telephone and offer them a seat. Should the family fail to respond to telephone communication within two business days, fail to complete and return an enrollment form within seven business days, or formally decline the seat by returning an enrollment form indicating that filled.

Waitlists are only valid for one year. New wait lists generated via the lottery and subsequent applications will be maintained until the date of the following year's lottery. All families reserve the right to ask to be removed from the waitlist.

#### **Procedures to Determine Waiting List Priorities Based Upon Lottery Results**

The waiting list will be established from the pool of applicants that do not receive admission to BWCAS through the random public lottery or, if no lottery is necessary, from applicants once all seats have been accepted.

Separate lotteries for each grade level will be held. During the lottery, all applicants' names will be called. Once the number has exceeded the number of seats available within each grade level,

the waiting list for that grade level will be established. The waiting list will be used to fill student vacancies before and during the school year.

Sibling preference will also apply when students are enrolled off of the waitlist. If a student moves from the waitlist to being an enrolled student, priority on the waitlist will be given to his or her sibling. In that instance, the sibling would move to the top of the waitlist due to sibling preference. In instances in which there are multiple siblings in the same grade, the sibling preference will be exercised in the order in which the siblings enrolled according to the previous lottery records.

**Means by Which the School will Contact the Parents/Guardians of Students Who Have Been Promoted off the Waiting List and Timelines Under Which Parents/Guardians Must Respond to Secure Admission**

At the time of the lottery or close of enrollment period if no lottery is needed, families will be notified within three days through written notice sent through the US Mail if they have an enrollment seat or if they are on the waitlist, and if on the waitlist, their specific spot on that list. All applications that are submitted after the open enrollment period will be added to the grade level waitlist in the order they are received.

**Timeline of Waitlist Notification and Enrollment**

Action Items	Timeline	Details
Notification of Available Seat	Within three business days of the seat becoming available	Families will be notified, through phone contact and via U.S. mail, of acceptance
Enrollment Acceptance	Within two weeks of the seat becoming available (Acceptance Letter will be time-stamped with clearly marked dates for the end of the two week period when the Acceptance Letter must be postmarked or at the school office)	Families return completed acceptance form by the clearly marked date for the end of the two week period. If mailed, letter must be postmarked by this date, or it must be submitted in person by the date.
Family Orientation Meetings	Ongoing for new family throughout the school year	Families receive additional information about start of school year, bring completed enrollment paperwork

All families reserve the right to ask to be removed from the waitlist. The wait list gets refreshed each February. Families will be notified that the list will be refreshed and they will be given the opportunity to submit a new application for the upcoming lottery.

**METHOD FOR DOCUMENTING FAIR EXECUTION OF LOTTERY PROCEDURES**

All written records of the lottery, such as the order in which student names were called, are made available, upon request, for public viewing, with all student contact information redacted through the use of dark black marker obscuring the writing on original paper copies, or digitally deleted in electronic copies. No student contact information will be made available to the public. The school shall keep meticulous records of specific policies and procedures outlined for the lottery as well as a list of attendees, enrollment forms, the record of students drawn from the lottery, established enrollment lists, and waitlists. The lists will be kept in a binder in the front office.

---

All incoming enrollment forms will be date and time stamped to ensure accuracy and equity across all applicants.

BWCAS intends to obtain funding for the school facility through California School Finance Authority Charter School Facilities Grant Program (Senate Bill (SB) 740 Program.) In order to qualify for this program, the charter school site for which grant funds are requested must be physically located in the attendance area of a public elementary school in which fifty-five percent (55.0%) or more of the pupil enrollment is eligible for free or reduced-price meals and the school site gives a preference in admissions to pupils who are currently enrolled in that public school and to pupils who reside in the public school attendance area where the charter school site is located. Should BWCAS be located in an eligible attendance area, the required admission preference will be given to pupils who are currently enrolled in that public school and to pupils who reside in the public school attendance area. BWCAS will accommodate as many District students as there is available space, through the lottery procedure.

---

## Element 9 | Annual Financial Audits

*“The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” Ed. Code § 47605(b)(5)(I).*

### BUDGETS

Each spring, Better World Conservatory of the Arts and Sciences will establish an annual budget, monthly cash flow projections, and a five-year financial projection. The Executive Director and the Director of Finance and Business Affairs will prepare the budget.

The Executive Director and Director of Finance and Business Affairs will work with the Finance Committee of the Board to ensure the budget meets the programmatic needs of the school within the anticipated revenue. The annual budget will include all estimated revenues and expenditures for the year, and will also include ample reserves to accommodate cash flow challenges. A number of contingency budgets will also be prepared to provide guidance in the event of an unexpected increase in expenses (i.e. increased special education needs, increased insurance costs, unanticipated facility needs, unexpected staffing costs) or a decrease in revenue (including variables in revenue stream across the calendar).

The budget development process will begin in March of the preceding fiscal year, and will continue through the Governor’s May revisions of the California state budget. The budget and three-year projections will then be presented to the Better World Conservatory Board of Directors for discussion and approval.

The Executive Director and Finance Committee will review monthly cash flow statements and will present comprehensive budget updates to the Board monthly. The Executive Director and Board of Trustees will also recommend formal budget revisions as needed to ensure financial stability and adequate cash flow. BWCAS places great value in being fiscally responsible.

### ANNUAL AUDIT PROCEDURES

Better World Conservatory of the Arts and Sciences will develop and implement controls necessary to gather and prepare information for all jurisdictional and financial reporting requirements. The Executive Director, Director of Finance and Business Affairs, and Finance Committee of the Board will be knowledgeable about the California Department of Education’s audit guide (*“Standards and Procedures for Audits of California K- 12 Local Education Agency”*) and, as required under California Ed. Code § 47605 (b)(5)(I), the school will hire an independent auditor to complete a comprehensive, annual fiscal audit of the books and records of BWCAS. The Executive Director and Director of Finance and Business Affairs in concert with the Finance Committee will make all documents available for the auditor. The Board Treasurer, Director of Finance and Business Affairs, and the Finance Committee will oversee the independent audit and share our findings to the rest of the board.

An *ad hoc* Audit Committee will select an appropriate auditor through a Request for Proposal format. The auditor will have, at minimum, a CPA and experience working with educational institutions, preferably charter schools. The auditor will be approved by the State Controller on its published list as an educational audit provider.



---

Executive Directors and Director of Finance and Business Affairs will work in concert to ensure the auditor has full access to the school's financial statements, attendance and enrollment accounting practices, and internal controls.

The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of the Charter School's financial information,
- The Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- The Charter School's enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

The School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit.

The audit, expected to be completed within four months of the close of the fiscal year, will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that the independent auditor plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. The audit will also include assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. The independent auditor and BWCAS will prepare a financial report to be submitted to the county office of education, the State Controller's Office, and CDE.

At the conclusion of the annual audit, the auditor will report directly to the Audit Committee who will review the audit. The Executive Director and Director of Finance and Business Affairs, along with the Finance Committee and the back office business support provider, will then review any audit exceptions or deficiencies, and resolve them in conference with the auditor to the satisfaction of the auditing agency prior to the completion of the auditor's final report. Audit findings and exceptions will be reported to the BWCAS Board of Trustees with any relevant explanations and the Executive Director's plan to resolve these issues. The board will approve the plan, and at the next regular board meeting, the Executive Directors and the Director of Finance and Business Affairs will present each of the issues or findings and if or how it was resolved. Audit exceptions and deficiencies will be resolved to the satisfaction of AUHSD within four weeks of notice from the auditor unless otherwise agreed upon with AUHSD.

The annual audit should be completed within four months of the close of the fiscal year, and a copy of the auditor's findings will be forwarded to the County Superintendent of Schools, the State Controller, the California Department of Education, and any other required agencies by the 15th of December.

The independent fiscal audit of BWCAS is public record, and a copy of each year's audit will be maintained in the school's office and provided to the public upon request.

---

## ON SITE FINANCIAL MANAGEMENT

The Executive Director of Better World Conservatory of the Arts and Sciences will assume the lead responsibility for financial matters at the school under the policies adopted by and oversight provided by the school's Board of Trustees. The Executive Director will work with the Director of Finance and Business Affairs to manage the day-to-day financial management needs of the school.

The Executive Director and/or the Director of Finance and Business Affairs will work with the back office business support provider to manage the school's financial operations. Services may include, but are not limited to, budgeting, fiscal planning, vendor services, personnel and payroll, accounts payable, attendance tracking systems, completion and submission of compliance reports, and monitoring adherence to the charter process and laws.

Better World Conservatory of the Arts and Sciences and our contracted back office business support provider will employ all Generally Accepted Accounting Principles (GAAP), as required by law.

---

## Element 10 || Suspension and Expulsion Procedures

*“The procedures by which pupils can be suspended or expelled.” Ed. Code § 47605(b)(5)(J).*

### DISCIPLINE FOUNDATION POLICY

Better World Conservatory students will abide by a clear Code of Conduct based on the philosophy that classroom respect and order are essential for academic progress, that students benefit from the explicit teaching of acceptable behavior, and that having immediate and clear consequences for seemingly minor infractions guarantees that major infractions will not take place.

Better World Conservatory discipline philosophy includes the integration of Positive Behavior Intervention and Supports. Specific steps the school will take to ensure alignment between our discipline policy and state mandates include ensuring the *Guiding Principles for a Better World* are taught through presentations school assemblies, parent workshops and communication, and professional development for faculty and all staff members.

Better World Conservatory believes that every student should have the opportunity to learn skills and values that are necessary for personal development. In order for children to learn from their behavior, they must understand that they have choices and are accountable for their actions. They must be willing to acknowledge, correct and learn from their mistakes. In order to achieve this goal, it is necessary for students to behave in a safe and orderly way for an effective learning environment.

Parents and teachers will be actively involved in helping students understand their choices and that they have either a positive or negative effect. Our progressive discipline plan is designed to assist children in being aware of their behavior. It applies to classroom as well as playground and cafeteria behavior.

#### Guiding Principles for a Better World

##### 1) Learners First, Teachers Second

- Be reflective
- Develop vigorous improvement plans and share signature practices
- Focus on mastery over performance

##### 2) Be the Change

- Embody the type of student / human being you want your students to be
- Critical, communicative, creative, collaborative teachers cultivate these qualities in others

##### 3) Humility is the Key to Humanity

- Reflect on your own actions and thinking process constantly
- Make a commitment to objectivity, check internalized biases, and make decisions based on research and data

##### 4) Learning as Cognitive Dissonance

- Learning is change / movement
- Acknowledge and celebrate "movement" in our own perspectives about life, love, teaching, learning, etc.

- 
- See failures as growing opportunities and rise to the occasion

**5) Air Space is Shared and Honored**

- Listen as much as you speak
- Demonstrate cognizance of how, and how much, you hold space for others

**6) Transdisciplinary Mindset**

- Actively and constantly make connections
- Seek areas of overlap and work from there

**7) Inquiry as Humanization**

- Use the COI to challenge assumed causes and understand problems with greater depth
- Validating assumptions using research and data

**8) Ubuntu, "I am because of you"**

- Uphold the integrity of all stakeholders (colleagues, students, staff, community members, etc.)
- Speak of others the way you would want to be spoken about
- Take responsibility for program / instructional decisions and outcomes as what we form, we form together

**9) Include and Transcend**

- Identify "us" vs. "them" mentality and push yourself to identify mutuality and commonality
- Challenge yourself and one another to include "others" into the school such that it is a reflection of the community we are building with others

**10) Communicate Lovingly and with Humanity**

- Communicate lovingly and respectfully and see the culture become more loving and respectful
- Listen as much as you speak; be willing to receive as much as you share
- Call people "IN" versus "OUT"

The Code of Conduct will be contained within the school's Student and Family Handbook and provided to all family's upon enrollment. Parents will sign a Statement of Understanding, which demonstrates knowledge of the Code of Conduct. The purpose of the Code of Conduct is to bring absolute clarity to the expectations and consequences of student behavior so that misunderstanding is never the reason for student misbehavior.

## **RESEARCH ON CLASSROOM MANAGEMENT**

Better World Conservatory is committed to research-based and data-driven decision making

### **School Climate**

The literature is replete with research identifying the significance of school climate with respect to prominence of bullying behavior. 'School climate,' used generally, describes the ethos, or

---

attitude of an academic organization (Gruenert, 2008). According to Cohen et al. (2009), school climate is “the quality and character of school life and encapsulates people’s experiences as reflections of the norms, goals, values, interpersonal relationships, teaching and learning practices, and organizational structures” (p. 180). Specifically, it is comprised of the concerns, collective moods, norms, interpersonal interactions, perceptions of safety, and accountability systems that make up the organization and ultimately influence children’s cognitive, social, and psychological development (Marzano, Waters, & McNulty, 2005; Hyman & Snook, 2000; Gruenert, 2008). Brookover and colleagues (1978) claim the importance of school climate, noting, “We believe that the differences in school climate explain much of the difference in academic achievement between schools that is normally attributed to composition” (p.303).

A positive school climate includes a safe and orderly environment where students and teachers alike are, and believe themselves to be, physically and psychologically safe from harm (Marzano, Waters, & McNulty, 2005). This climate imparts a program of self-discipline and responsibility to students, provides appropriate consequences for violations of rules and procedures, and promotes respect, collegiality, and professionalism between staff members. Empirical research shows that students who attend schools with positive and sustained school climates are more likely to have greater self-esteem, higher academic achievement, and exhibit less violent behavior (Hyman & Snook, 2001, Cohen, Pickeral, & McCloskey, 2009).

The organizational literature recognizes leadership as an essential component in determining a school’s climate and productivity (Cohen et al., 2009; Chelte, Hess, Fanelli, & Ferris, 1989; Evans, 1968). Studies suggest that the behaviors and actions of principals have a direct impact on the quality of school climate (City et al., 2009; Kelly et al., 2005). Furthermore, principal leadership can impact the social-emotional, professional, instructional, physical, and environmental dimensions present in a school (Cohen et al., 2009).

Research on effective principal leadership suggests that principals should focus primarily on practices related to instruction. Weller, Buttery, and Bland (1994) characterize effective principal leadership as emphasizing student achievement and curriculum, providing a positive instructional environment, evaluating student performance, supporting teachers by developing instructional improvement plans, and facilitating communication with stakeholders. Hallinger and Murphy (1986) also suggest that effective principal leadership is focused on the development of curriculum and instruction rather than on management and structure.

### **Classroom Climate**

Classroom climate is a subset of school climate and refers to the classroom management techniques and strategies exercised by the teacher to cultivate a safe environment conducive to learning. Flauders (1970) stressed, “teaching behavior is the most potent, single, controllable factor that can alter learning opportunities in the classroom” (p.13). Freire (1998) advocated for classroom climates that reciprocally honor the needs, interests, concerns, and perspectives of both students and teachers, noting, “The climate of respect that is born of just, serious, humble, and generous relationships, in which both the authority of the teacher and the freedom of the students are ethically grounded, is what converts pedagogical space into authentic educational experience” (p. 86).

Ratcliff et al. (2011) examined two distinct classroom types: those labeled “strong” and those “in need of improvement.” The teachers characterized as strong interacted more frequently with students, asked more questions, and were generally more engaging than those categorized as needing improvement. Furthermore, greater instances of misbehavior were observed in

---

classrooms with those teachers in need of improvement. These teachers used punitive techniques more frequently when addressing misbehavior, influencing behaviors using the threat of punishment.

### **Classroom Management**

Effective classroom management is generally accepted as an essential feature in successful learning environments, as disorder is likely to disrupt the learning process (Marzano, Marzano & Pickering, 2003). Wang, Hartel, and Walberg's (1994) meta-analysis included surveys from experts who ranked classroom management first in a list of twenty-eight categories that impact learning. Other countries also recognize the influence of classroom management on teaching and learning. Lord Elton's report on discipline in schools in Great Britain purports that a "teacher's group management skills are probably the single most important factor in achieving good standards of classroom behavior" (1989, pg. 70). Research also suggests that problems with discipline strongly correlate with teacher burnout and serve as a primary concern for beginning teachers (Friedman, 2006; Jones, 2006; Evertson & Weinstein, 2006). In relation to teacher job satisfaction, classroom management is paramount.

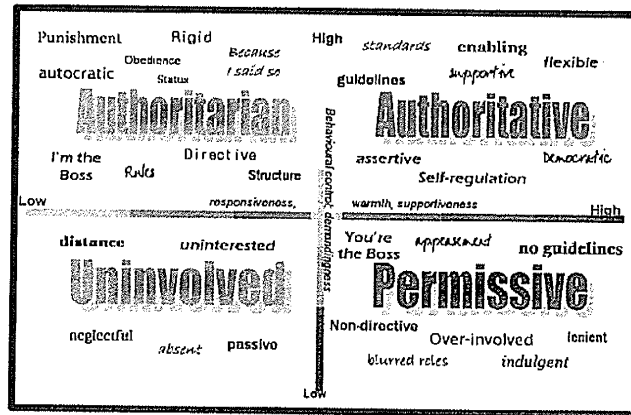
Classroom management is defined as the set of actions teachers take to achieve and maintain order in classrooms (Doyle, 1985; Tartwijk & Hammerness, 2011; Emmer & Stough, 2001; Hyman et al., 1997). The definition offered by the National Society for the Study of Education Yearbook follows: "The provisions and procedures necessary to establish and maintain an environment in which instruction and learning can occur" (p. xii). Additionally, it is considered a component of the larger school climate as it refers to the sum of the strategies used and philosophies held by teachers to maintain behavior that is conducive to learning (Hyman & Snook, 2001). Effective classroom management, therefore, facilitates and enhances the learning environment by motivating, empowering, and fostering success (Pasi, 2001).

Classroom management techniques afford a broad array of positive and negative strategies capable of modifying student behavior. A quantitative study conducted by Wilson (2006), examined self-reported positive and negative classroom management strategies used by K-8 teachers in urban, Title I schools, or schools with a significant disadvantaged population making them eligible for federal funding. The findings suggest that both primary and intermediate teachers used a combination of positive strategies (i.e. praise, with-it-ness, proximity, and token systems) and negative strategies (i.e. public ridicule, separation, yelling or shouting, sarcasm, and name calling) to modify student behavior in the classroom. The study also suggests that the teacher's education level impacted the degree to which negative strategies were employed, as un-credentialed teachers reported the use of negative strategies more frequently.

### **Teacher Education and Classroom Management**

Although research findings suggest classroom management to be critical for ensuring teacher quality and securing student outcomes, the topic is largely underrepresented in teacher education programs (Jones, 2006; LePage et al., 2005; Stough, 2006; Cooper & Alvarado, 2006). Stough's (2006) meta-analysis demonstrates the absence of education for teachers explicitly addressing 'classroom management.' Only 30% of the teacher education programs examined offered courses whose title referenced classroom management. The disconnect between the importance of classroom management skills and its relative absence in teacher education programs is further corroborated in an Education Week (2004) article, where 63% of principals stated that classroom management was a skill that needed to be taught to new teachers, suggesting they did not acquire these skills within their teacher education programs.

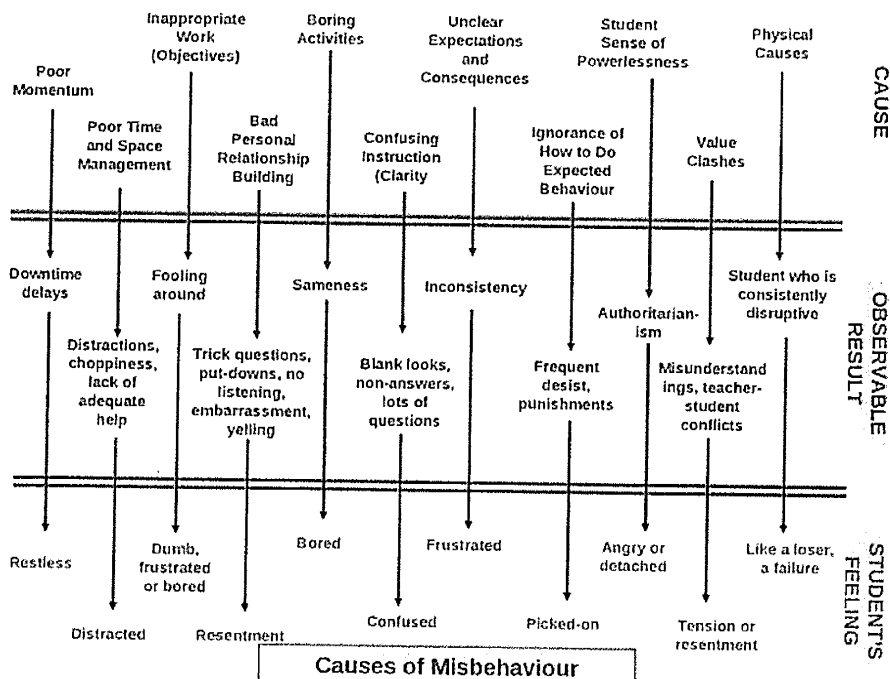
In the absence of formal teacher education on classroom management, pre-service teachers are more likely to emulate management behaviors of mentor teachers who notably hold considerable influence in the dyadic relationship (Armstrong, 1976). Pelligrino (2010) found that pre-services teachers drew heavily from their observations and partnership with mentor teachers who influenced their authoritative practices in the classroom. Using Weber’s three basic origins of authority: traditional authority, legal/rational authority, and charismatic authority (Weber, 1947), Pelligrino asserts that charismatic authority, which relies heavily on the personal qualifications of the teacher to establish authority over followers, and traditional authority, which involves power derived from obligation and absolutism, were not effective in managing and sustaining positive student behavior. Legal or rational authority, which establishes and exercises democratic principles as the foundation for classroom operations, was found to be the most effective. The types of authority exercised by teachers, therefore, affect the manner in which students perceive and navigate hierarchical relationships (Pelligrino, 2010).



### Identifying Root Causes

In situations where students exhibit challenging behaviors, it is common for adults to feel powerless. But in reality, adults have a great deal of power to influence and form student behavior in positive ways when they are able to identify root causes of problems. For example, if students are off-task, this could be remedied by looking at the amount of down-time students have, the rigor level of the assignments, and the relevance of the assignments to the students. Small changes to the environment which we create as teachers can have significant effects on outcomes.

The following chart provides examples of common causes for misbehavior.



## SUSPENSION

There are situations that may require suspension in response to student misconduct; however, suspension, including supervised suspension (such as in-school suspension and class suspension), should be utilized for adjustment purpose only when other means of correction have failed to bring about proper conduct and/or safety is at risk. Prior to issuing a student suspension, school administrators should implement a system of positive behavior support and strategic intervention that are age appropriate and designed to progressively and effectively address and correct the student's specific misconduct.

BWCAS will notify the school district of residence and the Superintendent of the school district of the pupil's last known address within 30 days if a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason in compliance with Education Code Section 47605(d)(3).

## GROUNDS FOR SUSPENSION AND EXPULSION

The following information is provided in order to provide uniformity within Better World Conservatory in matters of student misconduct requiring disciplinary action. The following offenses constitute grounds for possible suspension and expulsion:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person or (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to



---

possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property.

g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

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

l) Knowingly received stolen school property or private property.

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

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

o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause

---

serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
  - A. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
  - B. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
  - C. Causing a reasonable pupil to experience substantial interference with his or her academic performance.
  - D. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
  
2. (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - A. A message, text, sound, or image.
  - B. A post on a social network Internet Web site including, but not limited to:
    - i. Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
    - ii. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1).
      - (1) "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
      - (2) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile
  
3. B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
  
4. "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.
  
5. A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but

---

not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily harm.

In addition to the grounds specified above, a Better World Conservatory student enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the Executive Director or the Principal of the school in which the student is enrolled determines that the student has:

- Committed sexual harassment as defined in the Education Code section 212.5.
- Caused, attempted to cause, threatened to cause, or participated in an act of hate
- violence as defined in subdivision (e) of Section 233 of the Education Code.
- Intentionally engaged in harassment, threats, or intimidation, directed against any Better World Conservatory personnel or students, that are sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or students by creating an intimidating or hostile educational environment.
- Made terroristic threats against school officials or school property. Possessed or used any electronic signaling device that operates through the transmission or reception of radio waves, including, but not limited to, paging and signaling equipment, cell phones, pagers, game devices, lasers, laser-pointers, and music playing devices while students are on campus or attending a school-sponsored activity, or while under the supervision and control of any Better World Conservatory employee.

Better World Conservatory suspension policies and procedures are aligned with current State and Federal laws, as well as our policy of implementing a School-Wide Positive Behavior Support. It requires school administrators, whenever possible, to utilize positive behavior support and interventions for violations, prior to or in lieu of suspension, to resolve disciplinary issues. By law, alternatives to suspension must be used to address problems of truancy, tardiness, and/or other attendance-related issues.

- A. The Principal of each school must ensure that expectations of student behavior and discipline policies are communicated to staff, parents, and students at the beginning of each school year and to all newly enrolled students and their parents at the time of their enrollment in the school.
- B. Before imposing a suspension for student misconduct, the principal or administrative designee should consider on-site remedial measures, resources, and interventions that address the needs of the student. Once the Principal issues the suspension, the suspension can only be rescinded by the Executive Director through an appeal process and not at the school site level. However, when a principal determines a student committed a 48915 (c) offense (Category I) at school or at a school activity, Principals have no discretion in the matter and must immediately suspend and recommend expulsion.

When a student is suspended from class by the teacher, the parent may appeal the class suspension to the school principal following the procedures described in this bulletin and the result should be documented and reflected in the student's records.

- C. It is the responsibility of site administrators to assist in the development of procedures for implementing alternatives to suspension, including any and all interventions. Pursuant to E.C. Section 48911.2 (a), schools with out-of-school suspension numbers that exceed

---

30% of their enrollment from the previous school year shall consider implementing alternatives to suspension.

### **Bullying**

BWCAS is committed to providing a safe and civil learning and working environment. BWCAS takes a strong stance against bullying, hazing, and any behavior that infringes on the safety or well-being of students, employees, or any other person within BWCAS jurisdiction or interferes with learning or the ability to teach. BWCAS prohibits retaliation against anyone who files a complaint or participates in the complaint investigation process.

Bullying and hazing are part of a continuum of aggressive or violent behaviors. Some acts of bullying or hazing may constitute other categories of misconduct, such as assault, battery, child abuse, hate-motivated incident, criminal activity, or sexual harassment. The information above has

Bullying is any deliberate and unwanted severe or pervasive physical, verbal, or electronic act that has the intention of, or can be reasonably predicted to have the effect of, one or more of the following:

- Reasonable fear of harm to person or property.
- Substantially detrimental effect on physical or mental health.
- Substantial interference with academic performance.
- Substantial interference with the ability to participate in or benefit from school services, activities, or privilege.

### **Discrimination and Harassment**

All students have the right to participate in the educational process free from discrimination and harassment. Discrimination is different treatment on the basis of a protected category in the context of an educational program or activity, without a legitimate nondiscriminatory reason, that interferes with or limits the ability of the student to participate in or benefit from the services, activities or privileges provided by BWCAS. Protected categories include an individual's actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, or age, as well as a person's association with a person or group of these protected categories, or any other basis protected by federal, state, local law, ordinance, or regulation.

### **School Principal or Site Administrator Responsibilities**

Safe campuses require a multi-faceted approach with strategies to prevent, respond to, and recover from incidents of bullying and hazing. The school principal will create an environment where the school community upholds the standards of respect and civility and understands that bullying and hazing is inappropriate, harmful and unacceptable. Toward this goal, the school shall:

- A. Communicate with and ensure that all certificated and classified staff, and volunteers on campus:
  - a. Understand school policies regarding bullying and hazing.
  - b. Recognize the indicators of bullying and hazing.
  - c. Understand their individual responsibilities to respond to, intervene, and report any act of incident of bullying and hazing.
  - d. Promote mutual respect and acceptance

- 
- B. Provide instruction to ensure that students and staff are educated about appropriate online behavior and cyberbullying awareness
  - C. Certify compliance on Bullying and Hazing and BWCAS Discipline Foundation in the Safe School Plan.
  - D. Identify the Title IX/Bullying Complaint Managers responsible for documenting and managing complaints of bullying or hazing. The Complaint Manager must maintain records of complaints of bullying or hazing
  - E. Ensure that all reports of bullying or hazing are investigated and documented and that appropriate interventions are implemented and monitored. There must be at least one documentation of monitoring within 30 days and resolution within 60 days. For incidents of student misconduct related to bullying or hazing, document the investigation, interventions, and resolution in the student information system. BWCAS plans to contract with PowerSchool as their student information system.
  - F. Peer-to-peer bullying typically does not rise to the level of suspected child abuse. However, if child abuse is reasonably suspected, it must be reported to the appropriate child protective agency.
  - G. Post expectations of positive behavior throughout the school to communicate norms of socially appropriate behavior for classrooms, restrooms, yard, eating areas, and other school activities.

#### **Staff Responsibilities**

- A. Model and enforce appropriate behavior by creating an environment where mutual respect, tolerance, civility, and acceptance among students and staff are promoted, and students understand that bullying and hazing are inappropriate, harmful, and taken seriously.
- B. Be familiar with the indicators of and appropriate responses to bullying and hazing as it will be reviewed in staff development and in the employee handbook.
- C. Communicate and reinforce positive behavior expectations and norms in the following areas: classroom, restrooms, yards, eating areas, and other school activities.
- D. Discuss all aspects of Bullying and Hazing expectations with students including strategies to prevent, respond to, and report bullying and hazing to the Title IX/Bullying Complaint Manager.
- E. Intervene immediately and safely with any act of discrimination, harassment, intimidation, hazing or bullying.
- F. Document incidents of bullying and hazing in PowerSchool. Incidents that exceed classroom management protocols should be referred to the Title IX/Bullying Complaint Manager for follow up.
- G. Report any complaints or incidents of bullying or hazing involving any BWCAS employee to the Principal immediately.

#### **Periodic Review**

The policies and procedures regarding suspension and expulsion will be developed and periodically reviewed.

---

## STUDENTS WITH DISABILITIES

### Students Identified as Students with Disabilities under the Individuals with Disabilities Education Act (IDEA)

Students with disabilities are expected to follow the behavioral expectations/codes of conduct specified in the *Parent Student Handbook*. The behavioral expectations/codes of conduct should be taught, enforced, advocated and monitored with all students so that s/he is aware of what behavior is expected at school. If a student with disabilities is having behavioral problems at school, parents or school personnel may request assessment to determine the function of the student's behavior and appropriate strategies to teach and support replacement behavior. Following assessment, an IEP team meeting is held to discuss appropriate instruction, behavioral management techniques, and behavioral supports to assist in improving the student's behavior. If the behavior is serious, school site personnel are required to work with a Board Certified Behavior Analysts (BCBAs) to determine if the behavioral assessment should be a Functional Behavioral Assessment. Findings from a functional behavior assessment (FBA) are used to develop or modify a Behavior Support Plan (BSP). If the assessment is a Functional Behavioral Assessment, the team may design a Behavior Support Plan (BSP) or a Behavior Intervention Plan (BIP).

School personnel may remove a student to an appropriate interim alternative educational setting (IAES), for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, in cases where a student carries or possesses a weapon, knowingly possesses or uses illegal drugs, sells or solicits the sale of a controlled substance, or inflicts serious bodily injury upon another person while at school, on school premises, or at a school function. In such instances, the IAES will be determined by the student's IEP team.

If school personnel recommend a change in placement ( *e.g.* , suspension, IAES or expulsion) that would exceed 10 school days, an IEP team meeting is to be held as soon as possible, but no later than within 10 school days, to determine whether the behavior that gave rise to the violation of the school code was a manifestation of the student's disability. If the IEP team determines that the behavior was not a manifestation of the student's disability, the school may discipline the student in the same manner in which it would discipline students without disabilities. If the discipline involves a change of placement, the new placement will be determined by the IEP team.

If the IEP team determines that the behavior was a manifestation of the student's disability or the expulsion case is heard and not recommended for expulsion, the student will be returned to the placement prior to the disciplinary action unless the Better World Conservatory and parents agree to a change in placement, or Better World Conservatory has removed the student to an IAES due to behavior involving a weapon, illegal drugs or infliction of serious bodily injury. If the behavior does not involve a weapon, illegal drugs or infliction of serious bodily injury, Better World Conservatory may request a hearing if it believes that maintaining the current placement is substantially likely to result in injury to the student or others. In making a determination in such a hearing, a hearing officer may order a change in placement to an appropriate IAES for not more than 45 school days.

If Better World Conservatory removes a student with disabilities from a placement as result of disciplinary action, Better World Conservatory must continue to provide educational services so as to enable the student to continue to participate in the general education curriculum and to progress toward meeting the goals in the student's IEP. The District must also provide, as appropriate, a functional behavior assessment, behavior intervention services and modifications that are designed to address the behavior so that it does not recur.

**Note:** These guidelines do not apply to students with disabilities with a Section 504 Plan.

---

## Students Not Identified as Students with Disabilities under the IDEA

A student who has not been determined to be eligible for special education services and who has violated the codes of conduct may assert the protections available for students with disabilities if Better World Conservatory had knowledge that the student was a child with a disability prior to the behavior that precipitated the disciplinary proceedings. Better World Conservatory is deemed to have knowledge if:

1. The parent has expressed concern in writing to Better World Conservatory supervisory or administrative personnel that the student is in need of special education and related services;
2. The parent has requested a special education assessment of the student;
3. A teacher of the student, or other district personnel expressed specific concerns about a pattern of behavior demonstrated by the student directly to the school-site director of special education, or other district supervisory personnel.

If Better World Conservatory did not have prior knowledge that the student was a student with a disability, the student may be disciplined in the same manner as a student without disabilities.

If an assessment is requested while a student is subject to discipline, the assessment is to be conducted in an expedited manner. While the assessment is pending the student shall remain in the educational placement determined by school authorities. If an IEP team determines that the student is a student with a disability, the IEP team designs an appropriate IEP and the school is to provide the appropriate special education services.

## SUSPENSION AND ALTERNATIVES TO SUSPENSION

Federal and State laws generally require schools to be proactive and to implement interventions at the earliest sign that a student's behavior is impeding his/her ability to learn. Students who receive special education services may be suspended *only* when other means of correction have failed to bring about proper conduct. Out of school suspension typically has little relationship to the misconduct and does not support behavioral change.

### A. Alternatives to Suspension

Discipline is to be used instructionally and while the use of alternatives to suspension includes the use of consequences, the emphasis must be placed on what the student needs to learn in order to avoid future misconduct. The appropriate means of correction may include: community service, required mini-courses on conflict resolution, anger management, etc. Change in student behavior is typically supported by a Behavior Support Plan or Behavior Intervention Plan. Behavior intervention (during the school day, before or after school) may be used to provide opportunities to learn necessary skills proactively as can after-school support and intervention, where learning activities can be matched to misconduct. Reactive strategies such as de-briefing and de-escalating anger and aggression are both excellent ways to change student behavior. Utilizing in-classroom supports such as buddies can change classroom behavior by providing appropriate peer models. Using a whole school approach that includes mentoring adds a team approach to positive behavior support, helping to change a student's reputation who has been having a difficult time with behavior over a long period and to support the student in getting re-engaged in the learning community. As a system, schools are encouraged to use a Coordination of Services Team (CST) to match the student to appropriate services, etc. and to use Student Success Progress Team (SSPT) to identify recommendations. After school detention or Saturday School may be used to provide consequences to students without loss of instructional time. In-School Suspension alternatives are to be used whenever possible as long as the student with disabilities continues to receive services according to his/her IEP.

---

## **B. First Suspension**

Whenever a student receiving special education services engages in conduct that results in out of school suspension, a Disciplinary Review Team (DRT) meeting must be convened immediately upon the student's return to school to review the incident and to address the concerns regarding the student. The DRT should, at minimum, include a counselor, teacher, administrator, an individual with knowledge about positive behavior support strategies, and the parent/ guardian. The team should evaluate the severity of the misconduct and determine whether:

1. There are interventions that can be used to address the behavior that do not require an IEP team meeting;
2. The team needs to modify the implementation of the student's current Behavior Support Plan or Behavior Intervention Plan; and if so,
3. An IEP team meeting should be held to:
  - a. Review the student's current instructional program.
  - b. Develop or revise a Behavior Support Plan to address the behaviors relating to the misconduct.
  - c. Revise the current Behavior Intervention Plan, as needed, to prevent recurrence of the misconduct.

Note: All requirements for parent notification and participation in the IEP meeting must be followed.

## **C. Second Suspension**

Following misconduct that results in a second suspension, the principal or other certificated staff member in charge of discipline will:

1. Upon the student's return, immediately schedule an IEP meeting to review the student's instructional program in addition to considering any assessments that must be done to identify the function of the student's behavior and/or to develop, review, or modify the Behavior Support Plan or Behavior Intervention Plan. The IEP is to identify other interventions as appropriate to prevent a recurrence of the misconduct.
2. Gather pertinent information from the Disciplinary Review Team (DRT).

## **D. Five or More Days of Suspensions**

1. Five or more days of suspension is a serious indicator that the student continues to struggle with behavior that impedes learning. If the student's suspensions reach eight (8) cumulative days of suspension, an IEP team must meet to do the following:

- a. Discuss the misconduct(s) and the relationship between the misconduct and the student's disability.
- b. Review any behavioral assessments that have been conducted about this student. If the student's behavior is serious and the student does not have a Functional Behavioral Assessment (FBA), consult with the Board Certified Behavior Analysts (BCBAs) to determine whether an FBA should be conducted. Note: If the IEP team determines that an FBA is needed, an assessment plan must be completed and approved by the parent; an FBA must be conducted by a Board Certified Behavior Analysts; and an IEP team meeting must be held to consider the FBA and recommendations.
- c. Review the student's current IEP, including the Behavior Support Plan (BSP) or Behavior Intervention Plan (BIP) and its implementation, and make any modifications necessary, to determine whether or not it continues to be an appropriate offer of FAPE.



---

The maximum number of days a student with disabilities can be suspended shall not exceed 10 cumulative days in a school year. On day 11, if not before, the student must return to the school site, an IEP meeting is held to determine appropriate services. Informal suspension, whereby a parent is advised to keep a student at home, is prohibited.

**Note: School Bus Suspensions**

Suspension from the school bus does not constitute suspension from school. When a student with an IEP that includes transportation is suspended from the school bus, an alternative form of transportation must be provided at no cost to the parent or student.

**DUE PROCESS PROCEDURES**

*Due Process Procedures in Cases Requiring Suspension*

1. **Incident Investigation-** The school site administrator or teacher investigates the incident and determines whether or not it merits suspension.
2. **Determination of Length of Suspension-** The school site administrator determines the appropriate length of the suspension in conjunction with local school policy and school-specific disciplinary management plans (up to five consecutive school days).
3. The total number of days for which a student may be suspended from school shall not exceed 20 school days in any school year. A student who accumulates more than 20 days of suspension in a school year may be recommended for expulsion to the Better World Preparatory Administrative Panel if other means of correction and remediation for his/her success has been exercised.
4. **Legal Notifications-** Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. Upon reporting such an incident, the principal or designee with secure a written copy of the police report and a copy of that report shall be placed in the student discipline files.

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts that may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10.

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind.

When the Principal or other school official releases a student to an officer for the purpose of removing the student from the school premises (after the release), the Principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the student regarding the release of the minor to the officer, and regarding the place to where the minor is reportedly being taken.

**Note:** The responsibility to notify the parent, guardian, or other responsible relative concerning the release of a student does not apply to the release of a student who has been taken into custody as a victim of suspected child abuse.

1. **Suspension Conference-** Suspension shall be preceded, if possible, by a conference conducted by the Principal or designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Principal.

---

“requires substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of function of a bodily member, organ, or mental faculty” (paragraph (3) of subsection (h) of section 1365 of title 18, United States Code).

## **B. EXPULSION CONSIDERATIONS**

A student with a disability who receives special education services and is being considered for expulsion is required to have a manifestation determination (pre-expulsion) IEP, and can only be expelled if the alleged misconduct of the student meets Better World Conservatory criteria for expulsion, and :

1. The conduct in question was not caused by, and did not have a direct and substantial relationship to, the student’s disability; and
2. The conduct in question was not the direct result of Better World Conservatory failure to implement the IEP.
3. To make the above determinations, a pre-expulsion IEP team meeting must be held. The meeting should be scheduled within the five-day suspension period but, in any case, no later than ten school days after the initiation of the disciplinary action.

To prepare for the IEP team meeting, school site personnel must:

1. Gather and review information regarding the alleged misconduct and, to the degree possible, the events that led to the misconduct, including information required on the Expulsion Analysis IEP page (suspension information, office referrals, grades and attendance).
2. Notify the parents of the meeting at least 48 hours in advance. If the parent does not respond to the notification, document all efforts to notify the parents. Note: Parents may request a postponement for up to 72 hours.
3. Gather existing assessments and all relevant information regarding student’s present level of performance (health, academic, social emotional, etc.).
4. Review the student’s IEP, any teacher observations and any relevant information provided by the parent, and school behavioral data required on the Expulsion Analysis IEP page. The review of records may also include:
  - Psychological assessments
  - Social Emotional functioning
  - Related services provider assessments
  - Social Adjustment Report
  - Performance on State or District wide assessments Progress toward meeting IEP goals
  - Periodic assessments
  - Progress toward grade level/content standards Student portfolio
  - Anecdotal records
  - Other relevant information
5. Review any information provided by the parent before the IEP meeting. During the IEP meeting the steps listed below are to be followed:

---

A. Participants must be informed of the purpose of the meeting and the pre-expulsion (manifestation determination) IEP process.

B. The parent (and student) must be informed of their rights, including their right to request a due process hearing if they disagree with the manifestation determination. If parent requests a due process hearing, the student will not be expelled until the due process matter is resolved.

6. Consider the student's IEP, teacher observations, assessment reports and any relevant information provided by the parent, all known facts leading up to the misconduct. Also consider the student's unique needs (including behavioral needs), implementation of relevant components of the student's IEP (e.g., BSP and other supports), if the student's disability impairs his or her ability to understand the impact and consequences of his or her conduct, and if the student's disability impairs his or her ability to control his or her conduct.

7. Following the review and discussion of information and its relationship to the misconduct, complete steps 1 through 3 of the Expulsion Analysis page, and document the following determinations in step 4:

A. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability.

B. If the conduct in question was the direct result of the District's failure to implement the IEP.

If the IEP team determines that a. or b. above is applicable to the student, the conduct is a manifestation of the student's disability.

If response to A or B in Step 4 is yes, the alleged misconduct is a manifestation of the student's disability.

Expulsion proceedings may not continue.

### **C. Outcomes Of The Pre-Expulsion IEP Meeting**

1. If the IEP Team determines that the conduct was not a manifestation of the student's disability;

- The case may proceed in the expulsion process;
- The IEP team must determine the student's alternative interim educational placement and appropriate services; and
- If during the meeting the IEP team finds inadequacies in the student's IEP, then the IEP team should summarize and document their discussion of the deficiencies and indicate in the IEP steps to correct the deficiencies;

2. IEP team determines that the alleged misconduct is a manifestation of the disability

- The expulsion process should not proceed.
- The IEP team should discuss and document appropriate steps (including changes to the IEP supports, modifications, services, aids and placement) to address the student's conduct and the student's IEP, and the Behavior Support Plan, should be amended appropriately.
- Requests for further assessments should also be made if the IEP team deems it appropriate.

---

To conclude the IEP meeting, complete the rest of the IEP sections as appropriate, including the consent page. If the parent does not sign, document all efforts to obtain the parent's signature, and send the case forward to the Executive Director.

*Special Circumstances:* There may be circumstances (such as in the case of a firearm violation) which require additional procedures. Those cases should be referred to the Superintendent even though the IEP committee has determined the student cannot be expelled.

#### **D. Appeal of Disciplinary Action through Due Process Proceedings**

1. If the parent disagrees with a decision of the IEP team in a pre-expulsion IEP team meeting, the parent shall be advised to their right to request a due process hearing.
2. In most instances, the expulsion process will remain in abeyance until the conclusion of the due process proceedings.
3. During the due process hearing and expulsion process, the student remains in the alternative interim educational placement determined by the pre-expulsion IEP team, unless another alternative interim placement is agreed to by Better World Conservatory and the parent.
4. *Pending the due process hearing, the student is to continue to receive the special education and related services.*

**Note:** A principal may remove a student to an alternative interim placement due to the possession of a weapon, drugs, or infliction of serious bodily injury, for 45 school-days without regard to whether the behavior is determined to be a manifestation of the student's disability.

#### **E. FOLLOW-UP ACTIONS**

1. Notify the Executive Director of the completed expulsion analysis IEP when referring the student for possible expulsion.
2. When an expulsion recommendation and pre-expulsion IEP are received by the Executive Director, Better World Conservatory Pre-Expulsion IEP Review Committee will review the case for procedural and substantive errors. Based on this review, the Committee may recommend:
  - That the expulsion process proceeds;
  - That the school take corrective action or reconsider the pre-expulsion IEP or expulsion referral; or
  - That the referring school terminate the expulsion process due to irreversible error.

---

## Element 11 | Employee Retirement Systems

*“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” Ed. Code § 47605(b)(5)(K).*

Better World Conservatory will make any contribution that is legally required of the employer, including STRS, PARS, 403B, Social Security and unemployment insurance.

### **Certificated Staff Member**

All certificated employees will participate in the California State Teachers’ Retirement System (CalSTRS). Certificated employees include teachers and certificated administrators (e.g. Superintendent).

The Charter School acknowledges that it must continue participation in CalSTRS for the duration of the School’s existence under the same CDS code.

### **Classified Staff Member**

All classified employees working more than 20 hours per week, and more than 1000 hours per school year will participate in the California Public Employees’ Retirement System (CalPERS). Classified staff members include office, support, and custodial staff.

The Charter School acknowledges that it must continue participation in CalPERS for the duration of the School’s existence under the same CDS code.

### **Other Staff Members**

A volunteer 403b program will be available to other eligible persons working at the school.

### **CalSTRS and CalPERS Reporting**

Reporting will be made through the Orange County Office Department of Education according to established guidelines from CalSTRS and CalPERS. Participating employees will contribute the mandated amount through payroll deduction. Better World Conservatory will contribute the mandated employer-matched rate. Employees will accumulate service credit years in the same manner as all other members of STRS or PERS.

The Executive Director and the Director of Finance and Business Affairs shall be solely responsible for ensuring that such retirement coverage is arranged or administered through the school’s business services provider and shall forward any required payroll deductions and related data to AUHSD as required by Education Code Section 47611.3. Better World Public School’s Board of Trustees retains the option to consider any other public or private retirement plans and to coordinate such participation with existing programs, as it deems appropriate.

---

**Element 12 | Public School Attendance Alternatives**

*“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” Ed. Code § 47605(b)(5)(L).*

*Pupils who choose not to attend Charter School may choose to attend another public school in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of their district of residence.*

Better World Conservatory is a school of choice. No student may be required to attend the charter school. Parents and guardians of each student enrolled in the Charter School will be informed on admissions forms that the students have no right to admission in a non-charter District school or program as a consequence of enrollment in a charter school, except to the extent that such a right is extended by the District.

Parents and pupils will be informed of their public school attendance alternatives when this information is requested by parents and/or pupils. This information will be provided by referencing the AUHSD resident school Identifier.

The parent or guardian of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

---

Element 13 | Rights of District Employees

*“A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” Ed. Code § 47605(b)(5)(M).*

*Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.*

Better World Conservatory will hire staff based on an open process, and if hired, will enter into a contractual agreement with the school. Any district union employee who is offered employment and chooses to work at Better World Conservatory will not be covered by his or her respective collective bargaining unit agreement, although Better World Conservatory may extend the same protections and benefits in individual employee contracts.

All employees will be individually contracted at a salary level competitive to the District’s salary schedules. The individual contract will address, among other issues, salary, health and welfare benefits, work schedules and responsibilities, accountability measurements, and standards for performance evaluations.

No public school district employee shall be required to work at the Charter School. When an employee leaves a public school district or AUHSD to work at the Charter School and subsequently chooses to return to that public school district or AUHSD, the specific leave rights, return rights, and any other rights afforded the employee will be governed by the policy of that public school district or AUHSD, including, but not limited to, whether the employee may carry over any unused sick/personal leave and/or earn service credit (tenure) in the district for the time worked at the Charter School.

---

## Element 14 | Dispute Resolution

*“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” Ed. Code § 47605(b)(5)(N).*

### DISPUTES BETWEEN DISTRICT AND CHARTER

The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between AUHSD and Charter School, except any controversy or claim that is in any way related to revocation of this Charter (“Dispute”), pursuant to the terms of this Element 14.

Any Dispute between the AUHSD and Charter School shall be resolved in accordance with the procedures set forth below:

- 1) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail
- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys’ fees, costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in *accordance with* the commercial mediation procedures of the American Arbitration Association.
- 4) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney’s fees, costs and expenses associated with the arbitration. The arbitrator’s fees and the administrative fees of the arbitration



---

shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

## INTERNAL DISPUTES

Disputes arising within Better World Conservatory including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the school will be resolved by the Administrative staff or, if necessary, the Board of Trustees, with the exception of complaints under Title IX or Section 504 initiated by parents or students, which will be addressed as previously described. AUHSD will not interfere in any such internal disputes without the consent of the Better World Conservatory's Board of Trustees, and will immediately refer any complaints or reports regarding such disputes to Better World Conservatory's Administrative staff or BWCAS Board of Trustees for resolution. AUHSD agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless Better World Conservatory's Board of Trustees has requested the AUHSD to intervene in the dispute. Better World Conservatory's policies and procedures for airing and resolving internal disputes in an amicable and fair manner will be adopted by the Charter Board and printed in the school handbook provided to stakeholders. Every effort will be made to resolve such disputes without contacting the District or Board of Education.

The purpose of this internal dispute policy is to afford all employees or other third parties the opportunity to seek resolution of complaints. Any individuals wishing to file a written complaint with the Director and/or designated administrative staff member may do so as soon as possible after the event(s) that give rise to the work-related concerns. The written complaint should set forth in detail the basis for the complaint. A complaint form may be provided to the complainant to assist in the filing of a complaint. Any complaints concerning the director and/or designated administrative staff member should be directed to the Board of Trustees .

The Executive Director and/or designated administrative staff member receiving the complaint will date and log all written complaints and inform the complainant that the complaint is under review. Complaints shall be investigated in a timely manner and as thorough as required under the circumstances.

The Executive Director and/or designated administrative staff member investigates the complaint, meeting separately with the complainant and the employee and any others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint. Better World Conservatory will attempt to treat all internal complaints in their investigation in as confidential a manner as possible, recognizing, however, in the course of investigating or resolving internal complaints, some dissemination of information to others may be appropriate.

Complainants or witnesses participating in the complaint process will be advised that retaliation by any person as a result of participation in the complaint process will not be tolerated. Employees have the right to make good-faith complaints without retaliation.

Upon completion of the investigation, the administrator may orally or in writing, report findings and conclusions to the employee.

Depending on the situation, complaints can be addressed at the following levels:

1. Classroom teacher
2. Principal
3. Executive Director

---

#### 4. Better World Board of Trustees

Better World Conservatory is committed to working with the County in a spirit of cooperation.

The staff and governing board members of Better World Conservatory agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the County and Better World Conservatory, except any controversy or claim that is in any way related to revocation of this Charter, ("Dispute") pursuant to the terms of this Element 14.

(1) Any Dispute between the County and Better World Conservatory shall be resolved in accordance with the procedures set forth below:

- Any Dispute shall be made in writing ("Written Notification").
- The Written Notification must identify the nature of the Dispute and any supporting facts.
- The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail.
- The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.
- All Written Notifications shall be addressed as follows:

To Charter School:       c/o the Executive Director:  
                                  Better World Conservatory of the Arts and Sciences  
                                  [Address of School]

(2) A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic

3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys' fees, costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

4) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney's fees, costs and expenses associated with the arbitration. The arbitrator's fees and the administrative fees of the arbitration

---

shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney's fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

---

## Element 15 | Charter School Closure Procedures

*“A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.”*  
Ed. Code § 47605(b)(5)(P).

### Charter School Closure Action

Closure of Better World Conservatory will be documented by official action of the Better World Public Schools Board of Directors. The action will identify the reason for closure and identify an entity and person or persons responsible for closure-related activities. Nonrenewal or revocation of the charter by the District will also constitute a closure action, subject to Better World Conservatory right to appeal that decision.

### Closure Procedures

Upon closure, Better World Conservatory will provide written notification to:

- The California Department of Education.
- Parents or guardians of students.
- The District.
- The Orange County Department of Education
- The SELPA in which the school participates.
- The retirement systems in which the Charter School’s employees participate, if any (e.g. STRS and PERS).

This written notification will include the effective date of the closure, the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure, the pupils’ school districts of residence, and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

In addition, the written notification to parents or guardians will also include information on how to transfer a student to another school and a certified packet of student information that includes a copy of their child’s cumulative record which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and State testing results. This notification will be issued to parents or guardians promptly after the closure action. A copy of the written notification to parents or guardians will be sent to the District within the same time frame.

If employees are participating in STRS or PERS, Better World Conservatory will promptly contact STRS and/or PERS and the Orange County Department of Education and follow their procedures for dissolving contracts and reporting.

### School and Student Records Retention and Transfer

Better World Conservatory shall observe the following in the transfer and maintenance of school and student records:

1. The Charter School will provide the District with original cumulative files and behavior records for all students both active and inactive at the Charter School. Transfer of the complete and

---

organized original student records to the District will occur within seven (7) calendar days of the effective date of closure.

2. The process for transferring student records to the receiving schools shall be in accordance with receiving districts' procedures for students moving from one school to another.
3. The Charter School will provide an electronic master list of all students to the District. This list will include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list should also indicate the name of the school that each student is transferring to, if known. This electronic master list will be delivered in the form of a CD or other electronic file.
4. The original cumulative files should be organized for delivery to the District in two categories: active students and inactive students. The District will coordinate with Better World Conservatory for the delivery and/or pickup of the student records.
5. Better World Conservatory must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. All records are to be boxed and labeled by classification of documents and the required duration of storage.
7. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.
8. All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

#### **Financial Close-Out**

Better World Conservatory shall ensure completion of an independent final audit within six months after the closure of the school that includes:

- An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
- An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
- An assessment of the disposition of any restricted funds received by or due to the charter school.

This audit may serve as the school's annual audit. The financial closeout audit of Better World Conservatory will be paid for by Better World Conservatory. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Better World Conservatory will be the responsibility of Better World Public Schools and not the District. Any unused monies at the time of the audit will be returned to the appropriate funding source, as applicable. Better World Public Schools understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the SELPA in which Better World Conservatory participates, and other categorical funds will be returned to the source of funds.

Better World Conservatory will complete and final any annual reports required pursuant to Education Code Section 47604.33.

#### **Disposition of Liabilities and Assets**

BWCAS will ensure disposal of any net assets remaining after all liabilities have been paid or otherwise addressed. Such disposal includes, but is not limited to:

- 
- The return of any donated materials and property according to any conditions set when the donations were accepted.
  - The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.
  - The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

On closure of Better World Conservatory, all assets of Better World Conservatory, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Better World Public Schools nonprofit public benefit corporation and, upon dissolution of Better World Conservatory of the Arts and Sciences, shall be distributed in accordance with the Articles of Incorporation. A copy of the corporation's Articles of Incorporation is provided in the Appendix of this charter.

---

## Additional Provisions

### FACILITIES

#### Non-District-Owned Facilities

**Occupancy and Use of the Site:** Prior to occupancy or use of any school site or facility, Charter School shall provide the AUHSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the District. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all AUHSD policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the District for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

**Facility Compliance:** Prior to occupancy or use of any school site or facility, Charter School shall provide adequate documentation to the District that the Charter School facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the charter school facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the District upon request.

**Pest Management:** Charter School shall comply with the Healthy Schools Act, Ed. Code section 17608, which details pest management requirements for schools.

**Asbestos Management:** Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

### INSURANCE

#### Insurance Requirements

No coverage shall be provided to Charter School by the District under any of District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

---

It shall be Charter School's responsibility, not District's, to monitor its vendors, contractors, partners, and/or sponsors for compliance with the insurance requirements.

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the County Office of Education and the Anaheim Union High School District Board of Education ("Board of Education") as named additional insureds and shall provide specifically that any insurance carried by AUHSD which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of AUHSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention.
5. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
6. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
7. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
8. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies. *The policy shall be endorsed to name the Anaheim Union High School District and its Board of Education as named additional insureds and shall provide specifically that any insurance carried by District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.*

#### **Evidence of Insurance**



---

Charter School shall furnish to the District's Division of Risk Management and Insurance Services within 30 days all new policies inception, renewals or changes, certificates or such insurance signed by authorized representatives of the insurance carrier in accordance with the District's policies and timeframes. Certificates shall be endorsed as follows:

"Charter school shall be required to provide AUHSD with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed."

Facsimile or reproduced signatures may be acceptable upon review by the District by the Division of Risk Management and Insurance Services. However, the District reserves the right to require certified copies of any required insurance policies.

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to school, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

#### **Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the District and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the District and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless "the District and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

#### **FISCAL MATTERS**

##### **District Oversight Costs**

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

##### **Cash Reserves**

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

##### **Special Education Revenue Adjustment/Payment for Services**

---

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Ed. Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

#### **Audit and Inspection of Records**

Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:

- Charter School is subject to District oversight.
- District's statutory oversight responsibility continues throughout the life of the Charter and requires that District, among other things, monitors the fiscal condition of Charter School.
- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

Accordingly, District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of Charter School's financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 days of notice to Charter School. When a 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24-hour notice.

#### **Internal Fiscal Controls**

Charter School will develop and maintain sound internal fiscal control policies governing all financial activities.

#### **Apportionment Eligibility for Students Over 19 Years of Age**

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. Ed. Code §47612(b).

#### **Local Control and Accountability Plan**

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph

---

(1)” of section 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” Ed. Code § 47606.5(b).

**Budgets and Financial Reporting**

*Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(g).*

Attached, as Appendix A, please find a “Proposed Budget and Cash Flow,” which includes the following:

- Projected operational budgets for three years of operation
- Cash flow projections for three years of operation

These documents are based upon the best data available to the Petitioners at this time.

Additionally, Better World Conservatory recognizes that it is recommended that the Charter School maintain a funds balance (reserve) of its expenditures as outlined in section 15450, Title 5 of the California Code of Regulations.

Better World Conservatory shall annually prepare and submit the following reports to the Anaheim Union High School District and the Orange County Department of Education Superintendent of Schools:

- (1) On or before July 1, a preliminary budget. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code Section 47605(g) will satisfy this requirement.
- (2) On or before July 1, local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
- (3) On or before December 15, an interim financial report. This report shall reflect changes through October 31. Additionally, on December 15, a copy of the Charter School’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.
- (4) On or before March 15, a second interim financial report. This report shall reflect changes through January 31.
- (5) On or before September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School’s receipts and expenditures for the preceding fiscal year.

Better World Conservatory shall provide reporting to the District as required by law and as requested by the District including, but not limited to, the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the LCAP.

**Administrative Services**

*Governing Law: The manner in which administrative services of the school are to be provided. Education Code Section 47605(g).*

Better World Conservatory will provide or procure its own administrative services through an appropriately qualified third-party contractor. Better World Conservatory will search and contract with an organization such as Charter School Management Corporation (CSMC), a business and development company specializing in charter schools, for administrative and “back office “services including, but not limited to, the following:

- 
- Complete Bookkeeping Services
  - Budget Creation / Fiscal Planning Services
  - Cash Flow Management
  - Local, State, and Federal Reporting
  - Audit and Compliance Preparation
  - Payroll Services
  - Employee Benefits
  - Retirement Program Setup and Management
  - Planning & Management
  - Compliance Reporting to County & State Grantors
  - Attendance Reporting
  - Food Program - Implementation & Claims Reporting
  - Training - Charter School Finance, Accounting & Operation Functions, Budgets, Financial Reports.
  - Quarterly & Annual Filings of Tax Forms (IRS, EDD, etc.)
  - Property Tax Exemptions Filings

Better World Conservatory will ensure that all contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. BWP shall approve only responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement, and in compliance with conflict of interest laws referenced herein. Consideration will be given to matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

#### **Facilities**

*Governing Law: The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. Education Code Section 47605(g).*

Better World Conservatory will be located within the Anaheim Union High School District boundaries. BWP will secure a facility under a separate written agreement with the District or a leased property, which shall be executed following approval of this charter petition.

#### **Insurance**

Better World Conservatory shall acquire and finance an expanded insurance plan that will include coverage(s) for General Liability, Professional Educators' Legal Liability, Auto, Property, Equipment Breakdown, Directors & Officers/Employment Practices, Student Accident, and Worker's Compensation.

All required insurance coverages will be in place at or above California-mandated baseline requirements, adjusting as the student population increases each year. Coverage amounts will be based on recommendations provided by the District and Better World Conservatory's insurer.

#### **Transportation**

Better World Conservatory will not provide transportation to and from school, except as required by law.

#### **Attendance Accounting**

Better World Conservatory will implement an attendance recording and accounting system, to ensure contemporaneous record keeping, which complies with state law.

#### **Potential Civil Liability Effects**

---

*Governing Law: Potential civil liability effects, if any, upon the school and upon the school district.  
Education Code Section 47605(g).*

Better World Conservatory shall be operated by Better World Public Schools Inc., which is in the process of applying for a California not-for-profit public benefit corporation status. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law.

Better World Conservatory shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the school.

Further, Better World Conservatory and Better World Public Schools intends to enter into a memorandum of understanding with the District, wherein Better World Public Schools shall indemnify the District for the actions of Better World Conservatory under this charter.

The corporate bylaws of Better World Conservatory shall provide for indemnification of the Board, officers, agents, and employees, and Better World Conservatory will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts shall be determined by recommendation of the District and Better World Conservatory's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of Better World Conservatory.

Better World Public Schools Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

## **Conclusion**

By approving this charter, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; encourage the use of different and innovative teaching methods; increase learning opportunities for all pupils with special emphasis on expanded learning opportunities for all pupils who are identified as academically low achieving; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of Charter Schools. The Petitioners are eager to work independently, yet cooperatively with the Anaheim Union High School District to raise the bar for what a charter school can and should be. To this end, the Petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal requesting a five-year charter term to begin operation in 2020.



**Better World  
Conservatory**  
of the Arts & Sciences

**APPENDICES**

**TAB 1: Meaningfully Interested in the BWCAS**

- Teacher Signatures: Meaningfully Interested in teaching at BWCAS
- Parent Signatures: Meaningfully Interested in enrolling their child.

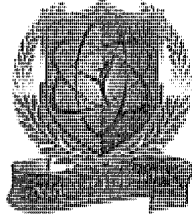
**TAB 2: School Proposed Calendar**

- Bell Schedule
- Anticipated SY 2020-21 Events/Holidays/Professional Development
- Required Immunization for School Entry
- Report of Health Examination for School Entry
- Proposed Student Registration Form – English
- Inscripcion para Estudiantes
- Proposed Lottery Form

**TAB 3: Five Year Charter School Financial Plan**

- Narrative
- Start Up Budget
- Charter School Planning Budget
- Cash Flow Projections
- 5000 Series Breakdown
- Charter School Facilities Worksheet
- State Benefits Percentages
- Components of LCFF Entitlement
- Graphs
- LCFF Calculator
  - Assumptions
  - Awards New Charter
  - District MYP Data
  - District NSS
  - District In-Lieu of Taxes
  - Calculator
  - EPA
  - LCAP
  - Summary

- 
- TAB 4: Fiscal Policies**
  - TAB 5: Salary Scales – Certificated**
  - TAB 6: Founding Member – Resumes**
  - TAB 7: Conflict of Interest Policy**
  - TAB: Articles of Incorporation**
  - TAB: Bylaws**



**Better World  
Conservatory**  
of the Arts & Sciences

**APPENDICES.....259**

**TAB 1: Meaningfully Interested in the BWCAS**

- Teacher Signatures: Meaningfully Interested in teaching at BWCAS
- Parent Signatures: Meaningfully Interested in enrolling their child.

**TAB 2: School Proposed Calendar**

- Bell Schedule
- Anticipated SY 2020-21 Events/Holidays
- Required Immunization for School Entry
- Report of Health Examination for School Entry
- Proposed Student Registration Form – English
- Inscripcion para Estudiantes
- Proposed Lottery Form

**TAB 3: Five Year Charter School Financial Plan**

- Narrative
- Start Up Budget
- Charter School Planning Budget
- Cash Flow Projections
- 5000 Series Breakdown
- Charter School Facilities Worksheet
- State Benefits Percentages
- Components of LCFF Entitlement
- Graphs
- LCFF Calculator
  - ▣ Assumptions
  - ▣ Awards New Charter
  - ▣ District MYP Data
  - ▣ District NSS
  - ▣ District In-Lieu of Taxes
  - ▣ Calculator
  - ▣ EPA
  - ▣ LCAP
  - ▣ Summary

**TAB 4: Fiscal Policies**

**TAB 5: Salary Scales – Certificated**

**TAB 6: Founding Member – Resumes**

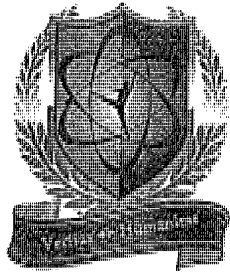
**TAB 7: Conflict of Interest Policy**

**TAB 8: Potential Facilities Plan**

**TAB: Articles of Incorporation**

**TAB: Bylaws**





**Better World  
Conservatory**  
of the Arts & Sciences

**TAB 1: Meaningfully Interested in the BWCAS**

- Teacher Signatures: Meaningfully Interested in Teaching at BWCAS
- Parent Signatures: Meaningfully Interested in Enrolling

**CHARTER SCHOOL TEACHER APPROVAL SIGNATURE PAGE**

Better World Conservatory of the Arts and Sciences

\_\_\_\_\_  
(Name of Proposed Charter School)

The proposed charter school will be a (check the box that best describes the status of the proposed charter school):  
 Start-up Charter School: Total number of teachers to be employed at the school during the first year of operation: 12. (Signatures of 50% required)  
 Conversion Charter School: Total number of permanent status teachers currently employed at the school: \_\_\_\_\_. (Signatures of 50% required)

**WE, THE UNDERSIGNED CREDENTIALLED TEACHERS, have read and agree to the contents of the attached charter school proposal dated May 20, 2019. Our signatures indicate that we are meaningfully interested in teaching at this charter school.**

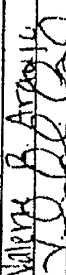

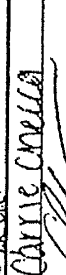
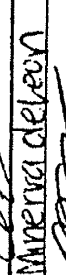

Date of Signature	Teacher's Name (Please Print)	Street Address		Phone # including area code	Type of Credential(s) Held	CA Credential Number(s)	Credential Expiration Date(s)	College Degree(s) Held
		City	Zip Code					
5/10/19	Russell Earnest <i>[Signature]</i>	15431 Baffin Circle	Huntington Beach, CA 92649	714-625-1769	Single Subject Administrative	180035614 180038385	4/1/23	Bachelors Masters
5/10/19	Kimberly Skon <i>[Signature]</i>	1609 E. Palm Ave	El Segundo, CA 90745	310-349-2819	Multiple Subject Single English	150042831 170067793	4/1/20 4/1/20	Bachelors Masters
5/10/19	Margel Galan <i>[Signature]</i>	2860 W. Monroe	Anaheim, CA 92801	562-686-4311	Multiple Subject Admin	170009142 170009143	10/1/22	Bachelors Masters Doctorate
5/11/19	Dave Hilyer <i>[Signature]</i>	2860 W. Monroe	Anaheim, CA 92801	714 873 7354	Multiple Subject Admin	160071655 160071658	4/1/21 4/1/21	Bachelors Masters Doctorate
5/9/19	Leah Lito <i>[Signature]</i>	Lincoln Avenue	Anaheim, CA	(626) 863-8950	Ed Specialist Admin Services	160105690 180058962	9/1/21 9/1/21	Bachelors Masters
5/9/19	Dr. Jennifer Padilla <i>[Signature]</i>	2254 Termino Avenue	Long Beach, CA 90815	(562) 400-8439	Single Subject Admin (2)	170079996 170098083	7/1/22 7/1/22	Bachelors Masters Doctorate

**CHARTER SCHOOL TEACHER APPROVAL SIGNATURE PAGE**

Better World Conservatory of the Arts and Sciences  
(Name of Proposed Charter School)

The proposed charter school will be a  Start-up Charter School: Total number of teachers to be employed at the school during the first year of operation 12. (Signatures of 50% required)  
 Conversion Charter School: Total number of permanent status teachers currently employed at the school         . (Signatures of 50% required)

**WE, THE UNDERSIGNED CREDENTIALLED TEACHERS, have read and agree to the contents of the attached charter school proposal dated May 20, 2019. Our signatures indicate that we are meaningfully interested in teaching at this charter school.**

Date of Signature	Teacher's Name (Please Print)		Street Address		Phone # including area code	Type of Credential(s) Held	CA Credential Number(s)	Credential Expiration Date(s)	College Degree(s) Held
	Teacher's Signature	City, Zip Code	City, Zip Code	City, Zip Code					
6/13/18		12602 Laguna Ave Muirwindsor, CA 94044	502705-8414	Multiple Subject	170205 6014	9/1/2022	MA in Learning Instruction		
6/13/18		55591 Lante St Bell Gardens, CA 90201	323/445-7203	Multiple Subject	150114258	7/1/2020	BA CHDV MA CUR: Instruction		
6/14/18		21020 Ladene Ave Troy, CA 94703	510/250-2131	Mult. Subject	180042871 180105550	10/1/23 10/1/23	BA Psychology MA Educational Administration		
6/22/18		1100 W. Minnie Ave #0 Long Beach, CA 90809	(914) 347-8256	Mult Subject	150221 0823	8/1/20	BS Business MA Education		
8/26/18		2816 Carlstead St Redondo Beach, CA 90279	(914) 343-7941	Multiple Subject	160147744	8/1/21	BA Liberal Studies MA Education		

**CHARTER SCHOOL PARENT/GUARDIAN APPROVAL SIGNATURE PAGE**

Better World Conservatory of the Arts and Sciences  
 \_\_\_\_\_  
 (Name of Proposed Charter School)

**WE, THE UNDERSIGNED PARENTS, agree to the contents of the attached charter school proposal dated May 20, 2019. Our signatures indicate that we are meaningfully interested in having our child(ren) attend this proposed charter school in its first year of operation.**

Date Signed	Parent/Guardian Name (Please Print)	Signature	Address	Phone # including area code	Name of child that would attend the proposed charter school (Please Print)	Grade Entering Next School Year
4/8/19	Sana White	<i>[Signature]</i>	1906 S. University Rd Mokelumne City, CA 95234 714-288-6000	714-288-6000	Mason White	6th
4/8/19	Endra Barragan	<i>[Signature]</i>	314 N. 130th Street Fremont, CA 94555	714-288-7112	Gabriel Galaz	7th
4/8/19	Carrie Moore	<i>[Signature]</i>	14556 Texaco Rd Pacramento 90728	922-328-5295	Jaylyn Moore	6th
4/8/19	Michael Matthew	<i>[Signature]</i>	217 N. Hill Fremont, CA 94555	714-511-5111	Alyssa Campbell	10th
4/8/19	Eeva Peoples	<i>[Signature]</i>	4711 Campus Dr Antevium 94804	325-0587	Memphis Peoples	6th
4/8/19	Tina Husted	<i>[Signature]</i>	1113 S. Verde St Antevium 94804	714-585-5663	Ava Griffin	6th
4/8/19	Natalie Priego	<i>[Signature]</i>	4040 Knott Ave Fremont, CA 94555	235-6917	Edward Priego	6th
4/8/19	Melanie Cooper	<i>[Signature]</i>	501 N. Louisa Fremont, CA 94555	714-714-610	Christopher Cooper	5th
4/8/19	Laura Declemen	<i>[Signature]</i>	5500 E. Woodlawn Dr Sanhedon, CA 94588	700-401	Liam Fairbanks	6th
4/8/19	Mathy Allison	<i>[Signature]</i>	314 S. Archer St Antevium, CA 94804	714-307-232	Zachary Allison Royce Allison	6th 5th
4/8/19	Nancy Soto	<i>[Signature]</i>	314 S. East St Fremont, CA 94555	714-757-34	Alice Estrada	8th
4/8/19	Sandra Armas	<i>[Signature]</i>	129 N. Rob Way Fremont, CA 94555	714-511-3112	Kennedy Estrada Gabriel Contreras	7th 6th
4/8/19	Aglae Poe	<i>[Signature]</i>	1500 So. Palmdale Antevium, CA 94804	714-714-714	David Poe	5th
4/8/19	Concepcion Ruiz	<i>[Signature]</i>	314 N. Hill Fremont, CA 94555	714-511-3112	Isabel Ruiz Isabel Ruiz	6th 6th
4/8/19	Jennifer Centa	<i>[Signature]</i>	919 Harbor Lane Antevium, CA 94804	714-250-0236	Jackson Centa	6th
				92804 719-250-0236	Natalie Centa	5th

**CHARTER SCHOOL PARENT/GUARDIAN APPROVAL SIGNATURE PAGE**

Better World Conservatory of the Arts and Sciences  
(Name of Proposed Charter School)

**WE, THE UNDERSIGNED PARENTS, agree to the contents of the attached charter school proposal dated 5/20/19. Our signatures indicate that we are meaningfully interested in having our child(ren) attend this proposed charter school in its first year of operation.**

Date Signed	Parent/Guardian Name (Please Print)	Signature	Address	Phone # including area code	Name of child that would attend the proposed charter school (Please Print)	Grade Entering Next School Year
4/20/19	Alma Roldan		719 N. Philadelphi Angeles, CA	(916) 724-1545	Erick Villegas	6th
4/21/19	Esraa Avillar		1305 Beach Blvd #19 Anaheim, CA 92804	(714) 417-1723	Marya Bella Ortiz	6th
4/28/19	Claudia Lara		1086 W. Canyon Way Anaheim, CA 92801	(323) 365-1755	Natalie Sandobal	6th
4/28/19	Wendy Leonard		4916 E. Center St Anaheim, CA 92804	(714) 381-9004	Daniel Morad	6th
4/18/19	Suzey Robles		1949 Totten Rd Anaheim, CA 92804	(714) 906-4214	Nolan Piedra	6th
4/19/19	Dale Hilger		2500 W. Monroe Anaheim, CA 92804	(714) 823-7354	Julia Hilger	6th

### CHARTER SCHOOL PARENT/GUARDIAN APPROVAL SIGNATURE PAGE

Better World Conservatory of the Arts and Sciences  
 \_\_\_\_\_  
 (Name of Proposed Charter School)

**WE, THE UNDERSIGNED PARENTS,** agree to the contents of the attached charter school proposal dated 5/20/19. Our signatures indicate that we are meaningfully interested in having our child(ren) attend this proposed charter school in its first year of operation.

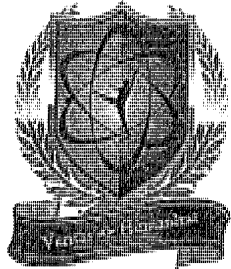
Date Signed	Parent/Guardian Name (Please Print)	Signature	Address	Phone # including area code	Name of child that would attend the proposed charter school (Please Print)	Grade Entering Next School Year
4-10	Gina Martinez	<i>Gina Martinez</i>	1908 Stranahan Dr. #14 Anaheim, CA 92802	714-408-5701-1450	Jaylin Martinez	8th
4-10	Luz Vargas	<i>Luz Vargas</i>	5924 N. Sabina Anaheim, CA 92805	714-408-4075	Yadira Vargas	6th
4-10	Mayra Velazquez	<i>Mayra Velazquez</i>	2370 S. Willow Road Anaheim, CA 92802	714-728-2418	Sophia Velazquez	6th
4/10	Jennifer Kotchusak	<i>Jennifer Kotchusak</i>	648 S. Gilman St. Anaheim, CA 92802	562-587-5606	Milks Kotchusak	7th

**CHARTER SCHOOL PARENT/GUARDIAN APPROVAL SIGNATURE PAGE**

Better World Conservatory of the Arts and Sciences  
 \_\_\_\_\_  
 (Name of Proposed Charter School)

**WE, THE UNDERSIGNED PARENTS, agree to the contents of the attached charter school proposal dated 5/20/19. Our signatures indicate that we are meaningfully interested in having our child(ren) attend this proposed charter school in its first year of operation.**

Date Signed	Parent/Guardian Name (Please Print)	Signature	Address	Phone # including area code	Name of child that would attend the proposed charter school (Please Print)	Grade Entering Next School Year
5/19	Kenia Orellana		1252 st Lacrosse, WI	714 658 6992	Valeria Soriano	7
5/19	PETM MARTINEZ		2024 E. WA. ROAD ARABEE, LA 70003	714 337 4584	AMYSSA SARAZAR	7
5/19	Victoria Polanco		2114 W. Liberty Ann Arbor, MI 48104	734 761 7114 287623	Richard Anthony	3



**Better World  
Conservatory  
of the Arts & Sciences**

**TAB 2: School Proposed Calendar**

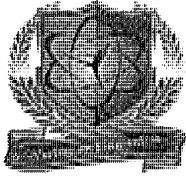
- Bell Schedule
- Anticipated SY 2020-21 Events/Holidays
- Required Immunization for School Entry
- Report of Health Examination for School Entry
- Proposed Student Registration Form – English
- Inscripcion para Estudiantes
- Proposed Lottery Form



# Better World Conservatory of the Arts & Sciences

## 2021-2021 (DRAFT)

### School Calendar



**Better World  
Conservatory  
of the Arts & Sciences**

July '20						
Su	Mo	Tu	We	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27			30	31	

January '21						
Su	Mo	Tu	We	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August '20						
Su	Mo	Tu	We	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February '21						
Su	Mo	Tu	We	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

#### Holidays & Closures

- Aug 10 First Day of School
- Jul 04 Independence Day
- Sep 07 Labor Day
- Oct 12 No School for Students/Teacher PD
- Nov 13 Veterans Day
- Nov 25-27 Thanksgiving Break
- Dec 21 - Jan 8 Winter Break
- Jan 18 MLK Day
- Feb 12 Local Holiday
- Feb 15 President's Day
- Mar 29-April 9, Spring Break
- May 25 Memorial Day
- May 28 Last Day of School

September '20						
Su	Mo	Tu	We	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

March '21						
Su	Mo	Tu	We	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October '20						
Su	Mo	Tu	We	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April '21						
Su	Mo	Tu	We	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- \*Quarter 1
- \*Quarter 2
- \*Quarter 3
- \*Quarter 4

#### Quarters

- August 10 - October 9, 2020 (44)
- October 13- December 18, 2020 (45 d)
- January 11 - March 16, 2021 (44 d)
- March 17 - May 28, 2021 (45 d)

#### Important Dates

- Early Release Days
- Holidays - No School
- Professional Development Days/No School
- Parent Conferences - Minimum Days

November '20						
Su	Mo	Tu	We	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May '21						
Su	Mo	Tu	We	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



VISUAL ARTS



ENGINEERING & DESIGN



PERFORMING ARTS

December '20						
Su	Mo	Tu	We	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June '21						
Su	Mo	Tu	We	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Regular Days 131  
Early Release Days 49  
Total School Days 180

## ACADEMIC CALENDAR AND SCHEDULES

Better World Conservatory of the Arts and Sciences will offer students and families 180 day of instruction with the following instructional minutes per grade level:

Instructional Minutes per Year		Better World CAS Instructional Minutes
7-8	54,000 minutes	69,315 minutes per year 49 Early Release Days 131 Regular Days Total of 180 Days/SY
9-12	64,800 minutes	

### Sample Bell Schedules

In the following sample schedules, breaks and lunch are staggered for grade level spans to maximize space and minimize crowding. Content area curriculum is integrated, but the indicated time of day for specific curricular areas represents times when content-area standards are emphasized.

### REGULAR DAY - 7-12th Grades Daily SAMPLE Schedule

7-8th Grades		9-12th Grades	
Mon. & Thur. (Odd # Periods) Tue. & Fri (Even # Periods)	Start and End Times	Mon. & Thur. (Odd # Periods) Tue. & Fri (Even # Periods)	Start and End Times
Advisory	7:45 a.m. – 8:15 a.m.(30)	Advisory	7:30 a.m. – 8:00 a.m. (30)
Nutrition	8:15 a.m. – 8:35 a.m. (20)	Period 1/2	8:00 a.m. – 10:00 a.m. (120)
Period 1/2	8:38 a.m. – 10:38 a.m.(120)	Nutrition	10:00 a.m. – 10:20 a.m. (20)
Period 3/4	10:41 a.m. – 12:41 p.m. (120)	Period 3/4	10:23 a.m. – 12:23 p.m. (120)
Lunch	12:41 p.m. – 1:11 p.m.(30)	Lunch	12:23 p.m. – 12:53 p.m. (30)
Period 5/6	1:14 p.m. – 3:14 p.m.(120)	Period 5/6	12:55 p.m. – 2:55 p.m. (120)
Period 7	3:17 p.m. - 3:57 p.m. (40)	Period 7	2:55 p.m. - 3:35 p.m. (40)
<b>Instructional Minutes</b>	430 minutes	<b>Instructional</b>	430 minutes
<b>Conservatories - Monday, Tuesday, &amp; Thursdays</b> <b>(Fridays are reserved for performance and full rehearsals)</b> <b>Grades 7 - 12: 4:00 - 5:00 pm</b>			
Visual Arts	Theater / Music/ Dance	Robotics & Engineering	Game Design & Integration
<b>Min./Week</b>	180 minutes (Conservatory)		

**EARLY DISMISSAL**

**7-12th Grades Daily SAMPLE Schedule**


7-8th Grades		9-12th Grades	
Wednesday	Start and End Times	Wednesday	Start and End Times
Period 1/2	7:45 a.m. – 9:00 a.m. (75)	Period 1/2	7:45 a.m. – 9:00 a.m. (75)
Period 3/4	9:03 a.m. – 10:18 a.m. (75)	Period 3/4	9:03 a.m. – 10:18 a.m. (75)
Period 5/6	10:21 a.m. – 11:36 a.m. (75)	Lunch	10:18 a.m. – 10:48 a.m. (30)
Lunch	11:36 a.m. – 12:06 p.m.(30)	Period 5/6	10:51 a.m. – 12:06 p.m. (75)
Period 7	12:09 a.m. – 12:49 a.m.(40)	Period 7	12:09 a.m. – 12:49 p.m.(40)
<b>Instructional Minutes</b>	265 minutes	<b>Instructional Minutes</b>	265 minutes

**REGULAR DAY- EXAMPLE SCHEDULE - 7<sup>TH</sup> GRADE**

P	Subjects	P	Subjects	<b>7<sup>th</sup> Grade</b>
7:45-8:15	Advisory/College Readiness/RSP/ELD	A	Advisory/College Readiness/RSP/ELD	
8:15-8:35	Nutrition	8:15-8:35	Nutrition	
Periods 1/2 8:38-10:38	7th Grade English 7A	8:37-9:37	Physical Education 7B/D	
	7th Grade World Hist/Geo 7A	9:40-10:40	World Language (7A)/Elective	
10:41-11:38	World Language (7A)/Elective	10:41-11:38	7th Grade Mathematics 7B	
11:41-12:41	Physical Education 7A	11:41-12:41	7th Grade Science 7B	
12:41-1:11	Lunch	12:41-1:11	Lunch	
Periods 5/6 1:14-3:14	7th Grade Mathematics 7A	Periods 5/6 1:14-3:14	7th Grade English 7B	
	7th Grade Science 7A		7th Grade World Hist/Geo 7B	
Period 7 3:17-3:57	Performing Arts Elective	Period 7 3:17-3:57	Visual Arts Elective	

ANTICIPATED SCHEDULE OF EVENTS

SY 2020-2021

Events/Holidays	Dates
<i>Summer Institute</i>	July 27, 2020 - August 7, 2020, 
First Day of School	August 10, 2020
Labor Day	September 7, 2020
<i>Non-Scholar Day / Institute</i>	October 12, 2020
Parent Teacher Conferences	October 26-29, 2020
<i>Early Release / Teacher PD</i>	October 30, 2020
Veteran's Day	November 13, 2020
Thanksgiving Recess	November 25 - November 27, 2020
Winter Recess	December 21, 2020- January 3, 2021
Martin Luther King, Jr. Day	January 18, 2021
Presidents' Weekend	February 15, 2021
Parent Teacher Conferences	March 22 – March 25, 2021
<i>Early Release / Teacher PD</i>	March 26, 2021
Spring Break	March 29 - April 2, 2021
Memorial Day	May 25, 2021
Last Day of School	May 28, 2021
<i>Professional Development Institute</i>	May 31, 2021

# REPORT OF HEALTH EXAMINATION FOR SCHOOL ENTRY

To protect the health of children, California law requires a health examination on school entry. Please have this report filled out by a health examiner and return it to the school. The school will keep and maintain it as confidential information.

## PART I TO BE FILLED OUT BY A PARENT OR GUARDIAN

CHILD'S NAME—Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_ BIRTH DATE—Month/Day/Year \_\_\_\_\_

ADDRESS—Number, Street \_\_\_\_\_ City \_\_\_\_\_ ZIP code \_\_\_\_\_ SCHOOL \_\_\_\_\_

## PART II TO BE FILLED OUT BY HEALTH EXAMINER

### HEALTH EXAMINATION

**NOTE:** All tests and evaluations except the blood lead test must be done after the child is 4 years and 3 months of age.

REQUIRED TESTS/EVALUATIONS	DATE (mm/dd/yy)	DATE EACH DOSE WAS GIVEN				
		First	Second	Third	Fourth	Fifth
Health History	/ /					
Physical Examination	/ /					
Dental Assessment	/ /					
Nutritional Assessment	/ /					
Developmental Assessment	/ /					
Vision Screening	/ /					
Audiometric (hearing) Screening	/ /					
TB Risk Assessment and Test, if indicated	/ /					
Blood Test (for anemia)	/ /					
Urine Test	/ /					
Blood Lead Test	/ /					
Other	/ /					

### IMMUNIZATION RECORD

**Note to Examiner:** Please give the family a completed or updated yellow California Immunization Record.  
**Note to School:** Please record immunization dates on the blue California School Immunization Record (PM 286).

VACCINE	First	Second	Third	Fourth	Fifth
POLIO (OPV or IPV)					
DtaP/DTP/DTP/d (diphtheria, tetanus, and [acellular] pertussis) OR (tetanus and diphtheria only)					
MMR (measles, mumps, and rubella)					
HIB MENINGITIS (Haemophilus influenzae B) (Required for child care/preschool only)					
HEPATITIS B					
VARICELLA (Chickenpox)					
OTHER (e.g., TB Test, if indicated)					
OTHER					

## PART III ADDITIONAL INFORMATION FROM HEALTH EXAMINER (optional) and RELEASE OF HEALTH INFORMATION BY PARENT OR GUARDIAN

I give permission for the health examiner to share the additional information about the health check-up with the school as explained in Part III.

Fill out if patient or guardian has signed the release of health information.

- Examination shows no condition of concern to school program activities.
- Conditions found in the examination or after further evaluation that are of importance to schooling or physical activity are: (please explain)

Please check this box if you **do not** want the health examiner to fill out Part III.

Signature of parent or guardian \_\_\_\_\_ Date \_\_\_\_\_

Name, address, and telephone number of health examiner \_\_\_\_\_

Signature of health examiner \_\_\_\_\_ Date \_\_\_\_\_

*If your child is unable to get the school health check-up, call the Child Health and Disability Prevention (CHDP) Program in your local health department. If you do not want your child to have a health check-up, you may sign the waiver form (PM 171 B) found at your child's school.*

## INFORME DEL EXAMEN DE SALUD PARA EL INGRESO A LA ESCUELA

Para proteger la salud de los niños, la ley de California exige que antes de ingresar a la escuela todos los niños tengan un examen médico de salud. Por favor, pídale al examinador de salud que llene este informe y entreguelo a la escuela—este informe será archivado por la escuela en forma confidencial.

### PARTE I PARA SER LLENADO POR EL PADRE/LA MADRE O EL GUARDIÁN

NOMBRE DEL NIÑO/NIÑA—Apellido	Primer Nombre	Segundo Nombre	FECHA DE NACIMIENTO—Mes/Día/Año
DOMICILIO—Número y Calle	Ciudad	Zona Postal	Escuela

### PARTE II PARA SER LLENADO POR EL EXAMINADOR DE SALUD

#### EXAMEN DE SALUD

**AVISO:** Todas las pruebas y evaluaciones excepto el análisis de sangre para el plomo deben ser hechas después de la edad de 4 años y 3 meses.

PRUEBAS Y EVALUACIONES REQUERIDAS	FECHA (mm/dd/aa)
Historia de Salud	/ /
Examen Físico	/ /
Evaluación de Dientes	/ /
Evaluación de Nutrición	/ /
Evaluación del Desarrollo	/ /
Pruebas Visuales	/ /
Pruebas con Audiómetro (auditivas)	/ /
Evaluación de Riesgo y prueba Tuberculosis*	/ /
Análisis de Sangre (para anemia)	/ /
Análisis de Orina	/ /
Análisis de Sangre para el plomo	/ /
Otra	/ /

#### REGISTRO DE INMUNIZACIONES

**Aviso al Examinador:** Por favor dé a la familia, una vez completado, o a la fecha, el Registro de Inmunización de California en papel amarillo.

**Aviso a la Escuela:** Por favor apunte las fechas de inmunización sobre el Registro de Inmunización de la escuela de California en papel azul.

VACUNA	FECHA EN QUE CADA DOSIS FUE DADA			
	Primero	Segundo	Tercero	Quinto
POLIO (OPV o IPV)				
DTap/DTaP/DT/Td (difteria, tétano y [acelular] pertusis [los ferina]) O (tétano y difteria solamente)				
MMR (sarampión, paperas, rubéola)				
HIB MENINGITIS (Hemófilo, Tipo B) (Requerida para centros de cuidado para niños y centros preescolares solamente)				
HEPATITIS B				
VARICELLA (Viruelas locas)				
OTRA (e.g. prueba TB, de ser indicado)				
OTRA				

### PARTE III INFORMACIÓN ADICIONAL DEL EXAMINADOR DE SALUD (opcional)

#### RESULTADOS Y RECOMENDACIONES

Llene esta parte si el padre/la madre o el guardián ha firmado el consentimiento para divulgar (distribuir) la información de salud de su niño/niña.

- El examen reveló que no hay condiciones que conciernen las actividades de los programas escolares.
- Las condiciones encontradas en el examen o después de una evaluación posterior que son de importancia para la actividad escolar o física son: (por favor explique)

#### PERMISO PARA DIVULGAR (DISTRIBUIR) EL INFORME DE SALUD

Yo le doy permiso al examinador de salud para que comparta con la escuela la información adicional de este examen como es explicado en la Parte III.

- Por favor marque esta caja si Ud. no desea que el examinador llene la Parte III.

Firma del padre/madre o guardián	Fecha
Firma del examinador de salud	Fecha

\*de ser indicado

Si su niño o niña no puede obtener el examen de salud llame al Programa de Salud para la Prevención de Incapacidades de Niños y Jóvenes (Child Health and Disability Prevention Program) en su departamento de salud local. Si Ud. no desea que su niño(a) tenga un examen de salud, puede firmar la orden (PM 171 B), formulario que se consigue en la escuela de su niño(a).  
CHDP website: [www.dhcs.ca.gov/services/ctdbd](http://www.dhcs.ca.gov/services/ctdbd)

# STUDENT LOTTERY FORM

School Year: 2020 - 2021



Better World  
Conservatory  
of the Arts & Sciences

## Student Information (Please print clearly)

Legal Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
First Last Month / Date / Year

Grade Level Student is Applying For (Circle one):      7      8      9      10      11      12

## Student Grade By Year:

This Year (2019-2020)	Next Year (2020-2021)
Grade: _____	Grade: _____

## Family Information:

Information	Mother / Parent 1	Father / Parent 2	Other / Legal Guardian
Name			
Address			
City, State, Zip Code			
Phone Number (Home)			
Phone Number (Work)			
Cell Phone			
E-mail Address			

This student is living with (Mark one):

Both Parents       Mother       Father       Guardian / Other: \_\_\_\_\_

*Better World Public Schools shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristics that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code with an individual who has any of the aforementioned characteristics).*

### OFFICE USE ONLY

Date received: \_\_\_\_\_ Additional Notes: \_\_\_\_\_ Staff Initials: \_\_\_\_\_

## FORMULARIO DE LOTERÍA

Año escolar: 2020 - 2021



Better World  
Conservatory  
of the Arts & Sciences

**Información del estudiante (Por favor escriba claro)**

Nombre Legal: \_\_\_\_\_ Fecha de nacimiento: \_\_\_\_\_  
Nombre Primero Apellido Mes / día / año

Grado que el estudiante está solicitando (circule uno): 7 8 9 10 11 12

**Grado de estudiante, por año:**

Este año (2019-2020)	El próximo año (2020-2021)
Grado: _____	Grado: _____

**Información Familiar**

Información	Madre / Padre 1	Padre / Padre 2	Guardián Legal
Nombre			
Domicilio			
Ciudad, estado, Ciudad, Código postal			
Teléfono de casa			
Teléfono de trabajo			
Celular			
E-mail Address (correo electrónico)			

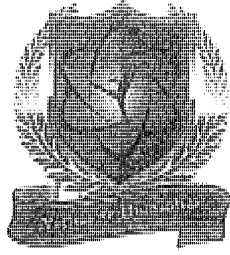
Este estudiante vive con (Marque uno):

Ambos Padres  Madre  Padre  Guardián / Otro: \_\_\_\_\_

*Better World Public Schools no discrimina con base de las características indicadas en la Sección 220 del Código de Educación (incapacidad verdadera o percibida, sexo, nacionalidad, raza u origen étnico, religión, orientación sexual o cualquier característica que está dentro de crímenes de odio establecido en la Sección 422.55 del Código Penal o asociación con un individuo que tiene cualquiera de las características mencionadas).*

PARA USO DE LA OFICINA SOLAMENTE		
Date received: _____	Additional Notes: _____	Staff Initials: _____





**Better World  
Conservatory  
of the Arts & Sciences**

## ***REQUIRED FOR SCHOOL ENTRY***

*California schools are required to check immunization records for all new student admissions at TK/Kindergarten through 12th grade and all students advancing to 7th grade before entry. Parents must show their child's Immunization Record as proof of immunization.*

### **Required Immunizations:**

**Polio** Ages 4-6: **4 doses** given at any time (3 are enough if at least one was give after the 4th birthday)Ages 7 & older: **4 doses** given at any time (3 are enough if one was given after the 2nd birthday)

**DTP** Ages 4-6: **5 or more doses** (4 are enough if last dose given after the 4th birthday)\*Ages 7 & older: **4 or more doses** (3 are enough if last one was given after 2nd birthday)\*

**MMR** Ages 4-6: **2 doses** (both on or after 1st birthday)\*

Ages 7 & older: **1 dose** (given after the 1st birthday is sufficient)\*

**Hepatitis B** – Ages 4-6: **3 doses** (total)

**Varicella** (chicken pox) – **1 dose** (on or after the first birthday), or healthcare provider documented varicella disease or immunity.

### ***Immunizations required to enter 7th grade:***

- *Tetanus, diphtheria, and pertussis booster (Tdap)*
- *Varicella (Chickenpox)*

**For more information on school entry health exam requirements visit the California Department of Health Care Services (DHCS) web site**

Per SB 277 and health & Safety code section 120325 (c), students without up-to-date immunizations may enroll, but cannot attend until **all** required immunizations are up-to-date



**STUDENT REGISTRATION**

School Year: 2020 - 2021

STUDENT INFORMATION (Please Print - Student's Legal Name)			
Legal First Name	Legal Middle Name	Legal Last Name	Other Legal Name (if applicable)
<input type="checkbox"/> Male <input type="checkbox"/> Female		Birth Date: _____	
Grade Level during 2019-2020 school year: _____		Month	Day      Year

PARENT / GUARDIAN INFORMATION			
Parent 1 / Guardian First Name	Last Name	Home Phone	Work Phone
Mailing Address      Apt. #	City	State & Zip Code	<input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Guardian
Parent 2 / Guardian First Name	Last Name	Home Phone	Work Phone
Mailing Address	City	State & Zip Code	<input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Guardian

This student is living with (Check all that apply):

- Both Parents   
 Mother   
 Father   
 Step-Father   
 Step-Mother   
 Foster Home   
 Other: \_\_\_\_\_

Is the above (checked) person(s) the student's LEGAL guardian?

- Yes       No      If No, please complete "Caregiver Affidavit"

If there is a legal custody agreement regarding the student, please check one:

- Joint Custody   
 Sole Custody   
 Guardian

**DUPLICATE MAILING:** If divorced/separated & joint custody allows duplicate mailing/information to be given to other parent, please include their name, address and phone number.

Parent / Guardian First Name	Last Name	Home Phone	Work Phone
Mailing Address      Apt. #	City	State & Zip Code	<input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Guardian

**RESIDENCE: Where is your child / family currently living? (Federally mandated by NCLB) Please check appropriate box.**

- In a single family permanent residence (house, apartment, condo, mobile home)
- Doubled-up (sharing housing with other families / individuals due to economic hardship or loss (11))
- In a shelter or transitional housing program (10)
- In a motel / hotel (9)
- Unsheltered (car / campsite) (12)
- Other (please specify) (15): \_\_\_\_\_

BIRTHPLACE		
City & State	Country	U.S. Citizenship
		<input type="checkbox"/> Yes <input type="checkbox"/> No



What is your child's ethnicity? (Please check one)

- Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American or other Spanish culture or origin, regardless of race)  
 Not Hispanic or Latino

What is your child's race? (Please check up to five racial categories)

<input type="checkbox"/> American Indian or Alaskan Native (Persons having origins in any of the original people of North, Central or South American) (100)	<input type="checkbox"/> Vietnamese (204)	<input type="checkbox"/> Samoan (303)
<input type="checkbox"/> Chinese (201)	<input type="checkbox"/> Asian Indian (205)	<input type="checkbox"/> Tahitian (304)
<input type="checkbox"/> Japanese (202)	<input type="checkbox"/> Laotian (206)	<input type="checkbox"/> Other Pacific Islander (399)
<input type="checkbox"/> Korean (203)	<input type="checkbox"/> Cambodian (207)	<input type="checkbox"/> Filipino / Filipino American (400)
	<input type="checkbox"/> Hmong (208)	<input type="checkbox"/> African American or Black (600)
	<input type="checkbox"/> Other Asian (299)	<input type="checkbox"/> White (Persons having origins in any of the original peoples of Europe, North Africa, or the Middle East) (700)
	<input type="checkbox"/> Hawaiian (301)	
	<input type="checkbox"/> Guamanian (302)	

HOME LANGUAGE SURVEY: Indicate only one language (most frequently used) per line.

- What language / dialect does your son / daughter most frequently use at home? \_\_\_\_\_
- Which language / dialect did your son / daughter learn when she/he first began to talk? \_\_\_\_\_
- Which language / dialect do you most frequently speak to your child? \_\_\_\_\_
- Has your child ever been given the CELDT or ELPAC Test (California English Language Development Test or English Language Proficiency Assessment for California)?  Yes  No  I don't know
- In which language do you wish to receive written communications from the school?  English  Spanish

PARENT EDUCATION:

What is the education level of the most educated parent?

- Graduate Degree or Higher (10)  
 College Graduate (11)  
 Some College or Associate's Degree (12)  
 High School Graduate (13)  
 Not a High School Graduate (14)

STUDENT EDUCATION:

Date first attended school in the U.S. \_\_\_\_\_  
 Month                      Date                      Year

Date first attended school in California \_\_\_\_\_  
 Month                      Date                      Year

- Has your student ever attended Better World Public Schools before?                      Yes                      No  
 Are there psychological or confidential reports available from your child's former school?                      Yes                      No  
 Has your child been suspended?                      Yes                      No

What special services has your child received? (Please check all that apply)

- Special Education:  Resource (RSP)                       Special Day Class (SDC)                       Speech/Language                       504  
 Other:  Gifted (GATE)                       Remedial Math                       Remedial Reading                       English Language Development  
 Help to Improve Attendance                       Help to Improve Behavior                       Other (please specify): \_\_\_\_\_

Signature of Parent / Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

BELOW FOR OFFICE USE ONLY						
Proof of Birth: Type:	Proof of Residence: Type:	Proof of Immunization: Type:	Entry Reason:	Enroll Date:	Assigned Grade:	Permanent ID:
Verified by:	Verified by:	Verified by:				



## INSCRIPCIÓN PARA ESTUDIANTES

Año escolar: 2020 - 2021

INFORMACIÓN DEL ESTUDIANTE (Por favor, use letra de molde - Nombre legal del estudiante)			
Primer Nombre Legal	Segundo Nombre Legal	Apellido Legal	Otro nombre legal (si aplica)
<input type="checkbox"/> Masculino <input type="checkbox"/> Femenino		Fecha de nacimiento: _____	
Grado durante 2019-2020 año escolar: _____		Mes	Día      Año

INFORMACIÓN DE PADRES / TUTORES				
Nombre del Padre o Tutor	Apellido	Teléfono de casa	Teléfono de trabajo	
Domicilio (# de casa y nombre de calle)      Apt.#	Ciudad	Estado y código postal	<input type="checkbox"/> Madre <input type="checkbox"/> Padre <input type="checkbox"/> Tutor	
Nombre del Padre o Tutor	Apellido	Teléfono de casa	Teléfono de trabajo	
Domicilio (# de casa y nombre de calle)      Apt.#	Ciudad	Estado y código postal	<input type="checkbox"/> Madre <input type="checkbox"/> Padre <input type="checkbox"/> Tutor	

¿Con quién vive este estudiante? (marque todos los que correspondan):

Ambos padres     Madre     Padre     Madrastra     Padrastro     Casa Grupal de cuidado temporal     Otra

¿Es la persona/s marcada arriba el tutor LEGAL del/la estudiante?

Sí       No      Si no, por favor complete la "Declaración del cuidador"

Si no hay un acuerdo de custodia legal con respecto al estudiante, marque una:

Custodia Compartida     Tutela Exclusiva     Tutor

**CORREO DUPLICADO:** Si es divorciado / separado o con custodia compartida que permite correo / información duplicada que debe darse a otro padre, por favor incluya su nombre, dirección y número de teléfono.

Primer Nombre	Apellido	Teléfono de casa	Teléfono de trabajo
Domicilio (# de casa y nombre de calle)      Apt.#	Ciudad	Estado y código postal	<input type="checkbox"/> Madre <input type="checkbox"/> Padre <input type="checkbox"/> Guardia

**RESIDENCIA:** ¿Dónde vive actualmente su hijo/a o familia? (pedido por la federal de NCLB) Marque la(s) casilla(s) apropiada(s).

- En una residencia permanente con la familia (casa, apartamento, condominio, casa móvil)
- Con más de una familia en una casa o apartamento (11)
- En un refugio o programa de vivienda en transición (10)
- En un motel/ hotel (9)
- Sin residencia (carro o campamento) (12)
- Otra (especifique) (15) \_\_\_\_\_

LUGAR DE NACIMIENTO		
Ciudad y Estado	País	Ciudadanía
		<input type="checkbox"/> Yes <input type="checkbox"/> No



¿Cuál es la etnicidad de su hijo/a? (Por favor marque uno)

- Hispano o Latino (Una persona cuya cultura u orígenes de Cuba, México, Puerto Rico, Centro o sudamérica, sin importar su raza)  
 No hispano o latino

¿Cuál es la raza de su hijo/a? (Por favor, no marque más de cinco opciones)

<input type="checkbox"/> Nativo Americano o de Alaska (Personas con orígenes en cualquiera de los pueblos nativos de Norte, América Central o del Sur) (100)	<input type="checkbox"/> Vietnamita (204) <input type="checkbox"/> Indio de Asia (205) <input type="checkbox"/> Laosiano (206) <input type="checkbox"/> Camboyano ( 207) <input type="checkbox"/> Hmong (208) <input type="checkbox"/> Otros Asiáticos (299)	<input type="checkbox"/> Samoano (303) <input type="checkbox"/> Tahitiano (304) <input type="checkbox"/> Otros Islas del Pacífico (399) <input type="checkbox"/> Filipinos / Filipinos Americano (400) <input type="checkbox"/> Afroamericano o negro (600) <input type="checkbox"/> Blanco (personas cuyo origen es de los pueblos originarios de Europa, Norte de África o el Medio Oriente) (700)
<input type="checkbox"/> Chino (201) <input type="checkbox"/> Japonés (202) <input type="checkbox"/> Coreano (203)	<input type="checkbox"/> Hawaiano (301) <input type="checkbox"/> Guameño (302)	

**ENCUESTA DE IDIOMAS EN EL HOGAR:** Indique solo un idioma (más utilizado) por línea.

- ¿Qué idioma / dialecto habla su hijo/a más frecuentemente en casa? \_\_\_\_\_
- ¿Qué idioma / dialecto aprendió su hijo/a cuando comenzó a hablar? \_\_\_\_\_
- ¿Qué idioma / dialecto es lo que más frecuentemente habla a su hijo/a? \_\_\_\_\_
- ¿Alguna vez ha tornado su hijo/a el examen CELDT o ELPAC (La evaluación de Desarrollo del Idioma Inglés de California o Evaluación de Dominio del Idioma Inglés para California)?  Sí  No  No sé
- En qué idioma desea recibir comunicaciones por escrito de la escuela?  English  Español

**EDUCACIÓN DE LOS PADRES:**

¿Cuál es el nivel de educación del padre más educado?

- Con licenciatura o con post-grado (10)  
 Se graduó del colegio (Universidad) (11)  
 Algo de colegio (incluye licenciatura AA) (12)  
 Se graduó de preparatoria (secundaria y preparatoria) (13)  
 No se graduó de preparatoria (secundaria y preparatoria) (14)

**EDUCACIÓN ESTUDIANTE:**

Fecha en que asistió por primera vez a una escuela en los Estados Unidos \_\_\_\_\_  
 Mes Fecha Año

Fecha en que asistió por primera vez a una escuela en California \_\_\_\_\_  
 Mes Fecha Año

¿Alguna vez ha asistido su hijo/a a las escuelas públicas de Better World Public Schools?  Sí  No

¿Hay informes psicológicos o confidenciales disponibles en la escuela anterior de su hijo?  Sí  No

¿Han suspendido a su hijo/a?  Sí  No

¿Qué servicios especiales ha recibido su hijo/a? (Por favor, marque todas las casillas que correspondan)

- Educación especial:  Recursos (RSP)  Clase especial (SDC)  Habla / Lenguaje  504  
 Otro:  Dotado (GATE)  Remediación de Matemáticas  Remediación de Lectura  Desarrollo del idioma inglés  
 Ayuda para mejorar la asistencia  Ayuda para mejorar el comportamiento  
 Otro (especifique): \_\_\_\_\_

Firma del padre / tutor: \_\_\_\_\_

Fecha: \_\_\_\_\_

PARA USO DE LA ESCUELA SOLAMENTE						
Proof of Birth: Type:	Proof of Residence: Type:	Proof of Immunization: Type:	Entry Reason:	Enroll Date:	Assigned Grade:	Permanent ID:
Verified by:	Verified by:	Verified by:				



**Better World  
Conservatory  
of the Arts & Sciences**

**TAB 3: Five Year Charter School Financial Plan**

- Narrative
- Start Up Budget
- Charter School Planning Budget
- Cash Flow Projections
- 5000 Series Breakdown
- Charter School Facilities Worksheet
- State Benefits Percentages
- Components of LCFF Entitlement
- Graphs
- LCFF Calculator
  - Assumptions
  - Awards New Charter
  - District MYP Data
  - District NSS
  - District In-Lieu of Taxes
  - Calculator
  - EPA
  - LCAP
  - Summary



**Better World  
Conservatory**  
of the Arts & Sciences

**Five-year Charter School Financial Plan  
Fiscal Years 2020-21 to 2024-25  
Presented to Anaheim Union High School  
District May 21, 2019**

# Better World Conservatory of the Arts and Sciences

## Five-year Charter School Financial Plan

### Overview

Better World Conservatory of the Arts and Sciences submits this financial plan to demonstrate that the proposed charter petition aligns with academically and fiscally sound operations. The plan includes a proposed first-year operational budget, including startup costs, cash flow and financial projections for the first five years of operations. The plan demonstrates this proposal is fiscally feasible and the school's operations are sustainable in both the near and long-term. Specifically, the plan demonstrates the anticipated revenues available to the school, including state, local, and federal funds, are sufficient to support the school's core functions while maintaining positive cash flow and adequate reserves. The plan shows the school achieving a substantial and growing projected ending balance.

Better World CAS's financial plan provides a detailed overview of the basic assumptions underlying the plan, estimates of the school's revenues, expenditures, a five-year operating budget, and a cash flow projection.

Readers of this document should keep in mind that these financial projections represent a current iteration of an ongoing charter school design and implementation process. The format and specifics of this plan will continue to evolve as the charter approval, school design, and implementation process unfold. As such, readers should be aware of the following caveats:

1. California state budget and many of the revenue projections are highly dependent on changes to the state's budget and system for funding schools.
2. As with any financial plan, the figures and assumptions contained in this plan will necessarily evolve with the school design process, state and federal funding changes, economic and market conditions, and should not be interpreted as "final" school design parameters.

This plan presents a five-year projection beginning when the charter petition would be implemented, starting July 1, 2020, to show a pattern of long-term viability. Better World Public Schools has adopted appropriate accounting and budgeting policies and procedures to ensure that it remains in compliance with key laws and accounting principles (see Appendices). Better World Conservatory of the Arts and Sciences and its non-profit home office, Better World Public Schools, Inc. will use Generally Accepted Accounting Principles (GAAP) to recognize revenues. We anticipate that all revenues (State, Federal and Local) will go directly to the school.

Similarly, BWCAS will use GAAP to recognize and attribute expenditures to all school expenses. This level of accounting data will enable the Charter School to generate its financial statements. The accounting practices we anticipate implementing will permit BWCAS to accomplish the following:

1. Recognize, track, and expend revenues generated by "unduplicated" pupils under the Local Control Funding Formula at the Charter School level, based on our specific demographic and attendance data. This will permit us to ensure that our budget and Local Control Accountability Plan demonstrates that the increase in the quality or quantity of services for unduplicated pupils grows commensurately with the growth in funding such students generate.



**Better World Conservatory of the Arts and Sciences  
Five-year Charter School Financial Plan**

2. Recognize, track, and expend restricted grant revenues, if and as required by the terms of each specific grant, to ensure restricted funds are recognized and expended in alignment with the terms of applicable law and grant restrictions.

The following section is a narrative description of the budget projections provided by BWCAS. All estimates are projections based on the currently reported funding amounts by the California Department of Finance and California Department of Education. Numbers are accurate as of May 15, 2019. The projections and funding rates are based on the 2019/20 schedules, as well as Department of Finance and FCMAT Calculator estimates for 2019-20.

**Budget Assumptions**

**The following assumptions were used in creating the budget:**

**Revenues**

1. Enrollment figures are set at 232 for the 2020-21 school year.
2. ADA rate of 95% which results in an ADA of 220.
3. LCFF revenues are forecasted using FCMAT's LCFF calculator version v20.1 released 5/14/19
4. An Unduplicated Pupil Percentage of 75% (3% increase), aligning with the historical rate for the authorizer (72%), Anaheim Unified High School District.
5. Better World CAS is applying to be a member of the local SELPA with El Dorado. As such, the budget is based on funding rates provided by the SELPA of \$500 ADA for AB602 State Funding. We have used \$700 per ADA as SELPA encroachment fees.
6. Lottery and Federal IDEA revenues were not included in the first year of this budget as the school is not eligible for these programs in the first year of operation.

**Staffing and Personnel Assumptions**

**Salaries and Benefits**

The staffing and personnel assumptions illustrates the basic staffing and personnel-related assumptions in the financial plan. Since staff salaries and benefits constitute the largest expenditures in the budget, these assumptions are important.

The major assumptions include the following:

1. Twenty-nine (29) students per core classroom.
2. BWCAS will employ eight (8) Multiple Subject certificated teaching professionals
3. BWCAS will serve 7th and 8th grade students in the first year of operation.
4. BWCAS will employ four (4) special certificated teachers (RSP, single subject world language, teacher, one counselor, health/physical education)
5. One principal
6. One administrative assistant in Year 1, increasing to 2 FTEs in Year 2 who will also act as a parent coordinator.

**Better World Conservatory of the Arts and Sciences  
Five-year Charter School Financial Plan**

7. Two custodians
8. Two Instructional Aides

Employer paid benefits rates for the 2020-21 year are as follows:

- STRS – 16.28%, PERS – 18.2%, OASDI – 6.20%,
- Medicare – 1.45%,
- Workers Comp – 1.6%,
- SUI – 5% of first \$7000 or \$350 per employee,
- Health Insurance– allow up to \$11,000 per year per eligible employee.

While modest, BWCAS believes that in the current labor market these assumptions demonstrate the school can offer a highly competitive compensation package, enabling it to attract and retain a highly qualified administrative, instructional, and support staff.

**4000 Series Expenses – Book & Supplies**

1. Textbooks, Materials, Supplies and other Curriculum based materials such as online learning and programmatic have been budgeted at \$162,400 for the first year (232 students)
2. Non-Capitalized Equipment and Student Equipment \$81,200.
3. Total 4000 Expenses - \$243,600

**5000 Series Expenses – Operating Services**

**We have budgeted the following for Year 1:**

1. Teacher Development is incorporated throughout the year. Teachers work 190 days (Two-week Summer Institute is embedded in their work calendar).
2. Dues and Memberships - \$2,660
3. General Liability/DOO Insurance is budgeted at \$80,000
4. Facilities related expenses - \$118,080
5. Student Field Trips - \$5,000 (only 232 students in year one)
6. Business Services - \$70,000
7. Food Costs - \$42,228
8. Legal Services/Audit Expense - \$100,000
9. Outside Special Education Experts - \$150,000
10. Advertising / Recruiting - \$5,000
11. Communications - \$5,250
12. Total 5000 Expenses - \$641,218.

**Better World Conservatory of the Arts and Sciences  
Five-year Charter School Financial Plan**

**5-Year Operating Budget**

Our 5-year budget exceeds the State minimum requirement of a 3-year budget projection, and demonstrates our plan to remain a strong and fiscally solvent organization. We have created an organization that is focused on the student's needs and allows us to bring forward the very best elements of a high-quality charter school, which we believe will help our students to thrive and find their voice.

Better World Conservatory of the Arts and Sciences will continue to aggressively seek out additional funding sources, fundraising opportunities, and expense saving opportunities that will likely place the school on even better fiscal footing than we project here.

**Start-Up Budget**

The Start-up budget included in this petition reflects those costs BWCAS projects to spend prior to opening its doors for Year

1. Since Public Charter School Grant Program funding is not guaranteed, we cannot budget for significant expenses before receiving regular state funding in the summer of 2020. Therefore, we have not budgeted amounts for startup expenses other than minimal amount of \$3,500 for administrative needs, instead placing all startup costs to be paid for out of regular state funding in Year 1.

**Cash Flow Statement**

Included in our budget projections is our 5-year Cash Flow Statement. Cash on hand is a massive challenge for charter schools. As a result of our conservative budgeting and projected expenses, BWCAS clearly demonstrates a sound and comprehensive cash plan, with cash on hand every single month of the five-year budget. We have projected a cash flow need for Year 1, which will be met with the use of short term loans for a few months during Year 1.



**Books & Supplies (\$ Per Student)**

4000	Textbooks	Other Books	Supplies	Tech Equipment
Year One	\$ 400.00	\$ 150.00	\$ 150.00	\$ 350.00
Year Two	\$ 400.00	\$ 150.00	\$ 150.00	\$ 350.00
Year Three	\$ 400.00	\$ 150.00	\$ 150.00	\$ 350.00
Year Four	\$ 400.00	\$ 150.00	\$ 150.00	\$ 350.00
Year Five	\$ 400.00	\$ 150.00	\$ 150.00	\$ 350.00

**Local Control Fund Formula- In-lieu of Property Tax portion**

Schools often receive ADA funding from two sources: the state and the local district (also known as "in-lieu of property tax" funding). The total amount is the same regardless of the source, however the timing of the payments varies slightly. Contact your charter authorizer to find out what percentage of the general purpose entitlement they fund. If unknown, put 100% in the state portion below.

4000	% from Source
State Portion	100%
Local District	0%
<b>TOTAL</b>	<b>100%</b>

# Start-Up Budget

School Name: Better World Conservatory of the Arts & Sciences  
 Operating Year: Start-up Year (i.e. Prior to School Opening)  
 Time Period: January to July 2020

Enter Data in Yellow Boxes  
 Automatically Generated  
 Leave White Boxes Empty

Category	Startup Cost	Guidelines
<b>Enrollment Projections by Grade Level</b>		
Projected Enrollment K-3	0	
Projected Enrollment 4-6	0	
Projected Enrollment 7-8	232	
Projected Enrollment 9-12	0	
<b>Total Projected Enrollment</b>	<b>232</b>	
<b>Certificated Salaries:</b>		
Certificated Teachers FTE	\$ -	
Certificated Instructional Aides	\$ -	
Certificated Administrations and Management	\$ -	
<b>Total Certificated Staffing Startup</b>	<b>\$ -</b>	
<b>Classified Salaries</b>		
Director	\$ -	2-6 months Admin Salary
Admin Support	\$ -	2-6 months Admin support
<b>Sub-total</b>	<b>\$ -</b>	
<b>Benefits</b>		
STRS/PERS/OASDI/Medicare (16.5% salaries)	\$ -	
Health and Welfare Benefits	\$ -	
Unemployment Insurance	\$ -	1% of total salaries
Workers' Compensation Insurance	\$ -	6% of total salaries
Retiree Benefits	\$ -	
Other Employee Benefits	\$ -	
<b>Sub-total</b>	<b>\$ -</b>	
<b>Facilities</b>		
Lease Deposit, prepaid rent & rent	-	Contingent on lease plus 2-3 months occupancy
Site preparation, Tenant Improvement	-	Contingent on lease, may be incorporated into lease.
Interior Decorating	-	Contingent on lease, may be incorporated into lease.
Network Wiring	-	Contingent on lease, may be incorporated into lease.
Power & ventilation for Computer Server	-	Contingent on lease, may be incorporated into lease.
<b>Sub-total</b>	<b>\$ -</b>	
<b>Initial Staff Development</b>		
Staff Orientation	\$ -	Contingent on grades and classes, 5-10 teacher days per class grade @ \$150
Instructional Consultation	\$ -	
<b>Sub-total</b>	<b>\$ -</b>	
<b>Furniture, Fixtures &amp; Equipment</b>		
Student Work Stations, Desks & Tables	\$ -	Single Student Desk/Chair: \$100 each Multistudent Tables \$125 each
Students Chairs	\$ -	Individual Chairs \$35 each
Staff Workstations, Desks & Chairs	\$ -	Teacher/Staff Workstation & Chair \$400 each
Book shelves	\$ -	One - Two per certificated teacher Mgm/classified staff @ \$100
File Cabinets	\$ -	One per certificated teacher & classified staff \$350 each
Fire Proof Storage Student Records & MIS Backup	\$ -	One \$1000
Bulletin Boards, Dry Erase Boards	\$ -	One - Two per certificated teacher \$150 each
Storage Cabinets	\$ -	As needed.... \$75-\$100 each
<b>Sub-total</b>	<b>\$ -</b>	
<b>Instructional Materials &amp; Equipment</b>		
Textbook(s) & Curriculum	\$ -	\$200-300 per student (if not already allocated in the Planning Budget)
Teacher/Students Computer(s)	\$ -	One per every 5-20 students, one per teacher \$500-1,000 each (PC)
Classroom Printer(s)	\$ -	One per classroom \$150-\$350 each
Classroom Software License(s)	\$ -	As needed: \$50-\$150 per computer
Classroom Fax Machine(s)	\$ -	If needed
Television(s)	\$ -	If needed
VCR(s)/DVD(s)	\$ -	If needed
Overhead Projector(s)	\$ -	If needed, \$150-\$300 each
Video Display Projection System(s)	\$ -	One per classroom \$500-\$1500 each
Projection Screen(s)	\$ -	One for each classroom @ \$150
Public Address System	\$ -	If needed \$750-1500
<b>Sub-total</b>	<b>\$ -</b>	
<b>Office Equipment &amp; Supplies</b>		
First Aid Kit(s)	\$ -	One per classroom and office \$25-\$50 each
Copier Lease or Purchase?	\$ -	If leasing, likely to be covered in \$000 Series Breakdown
Initial Office Supplies & Equipment	\$ 1,000	Amount needed to start school year \$1,000-\$3000
Fire Extinguishers	\$ -	As required by occupancy - assume one per classroom @ \$50
Cleaning Equipment/Supplies	\$ -	Amount needed to start school year \$500-1,000
Telephone System	\$ -	Series Breakdown
Admin Computer(s)	\$ -	One per admin staff \$500-\$1200 (PC)
Admin Printer(s)	\$ -	printer
Admin Software License(s)	\$ -	As needed per computer (likely \$100-\$300 each)
Admin Fax Machine(s)	\$ -	\$350 if needed. (Copier may also serve as fax machine)
Tool Kit	\$ -	One for the school @ \$150-\$350
Misc	\$ -	Estimate \$1,000-\$5000
<b>Sub-total</b>	<b>\$ 1,000</b>	
<b>Professional Services &amp; Consultants</b>		
Legal	\$ 2,500	Assumes contracts @ \$2500-\$7500 (If needed)
Testing, Accountability & Assessment	\$ -	Assumes contracts @ \$2500-\$7500 (If needed)
Finance & Operations	\$ -	Assumes contracts @ \$2500-\$7500 (If needed)
Special Education	\$ -	Assumes contracts @ \$2500-\$7500 (If needed)
Technology	\$ -	Assumes contracts @ \$2500-\$7500 (If needed)
<b>Sub-total</b>	<b>\$ 2,500</b>	
<b>TOTAL:</b>		
<b>TOTAL</b>		<b>\$3,500.00</b>

# CHARTER SCHOOL PLANNING BUDGET

School Name: Better World Conservatory of the Arts and Sciences  
 Operating Years: Startup - Year 5  
 Time Period:

Enter Data in Yellow Boxes Automatically Generated Leave White Boxes Empty	COLA 3.3%
--	-----------

Object Code	Description	Startup	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<b>REVENUES</b>							
	LCTF State revenues						
	Local Control Funding Formula						
8011	LCTF State Portion (Local Control Funding Formula)		\$ 1,961,873	\$ 3,216,292	\$ 4,547,627	\$ 5,944,872	\$ 7,417,008
8012	EPA (Economic Protection Account)		\$ 46,400	\$ 69,600	\$ 92,800	\$ 116,000	\$ 139,200
8019	PY Adjustments		\$ -	\$ -	\$ -	\$ -	\$ -
8096	In-Lieu of Property Tax		\$ 54,949	\$ 54,949	\$ 54,949	\$ 54,949	\$ 54,949
	LCTF State revenues		\$ 2,063,222	\$ 3,340,841	\$ 4,695,376	\$ 6,115,821	\$ 7,611,157
<b>Federal Revenues</b>							
8290	BESSA (Title I) (assumes school will apply)		\$ 80,179	\$ 120,269	\$ 160,358	\$ 200,448	\$ 240,538
8110	CDB PCS Grant		\$ 575,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
8190	BES/MA/MS & Science		\$ -	\$ -	\$ -	\$ -	\$ -
8220	Child Nutrition - Federal		\$ 42,228	\$ 63,342	\$ 84,456	\$ 106,488	\$ 134,946
8260-8299	Other Federal Revenues		\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total, Federal Revenues</b>		\$ 697,407	\$ 383,611	\$ 444,814	\$ 506,936	\$ 575,484
<b>Other State Revenues</b>							
8321	Special Education		\$ 110,200	\$ 165,300	\$ 220,400	\$ 275,500	\$ 330,600
8560	State Lottery		\$ -	\$ 39,892	\$ 61,789	\$ 85,072	\$ 109,806
8590	SB 740 Facility Grant (see facilities tab)		\$ 21,065	\$ 32,999	\$ 44,933	\$ 52,831	\$ 68,801
	Mandate Block Grant K-8		\$ 5,568	\$ 5,568	\$ 5,568	\$ 5,568	\$ 5,568
	Mandate Block Grant 9-12		\$ -	\$ 5,247	\$ 10,493	\$ 15,740	\$ 20,987
8590	All Other State Revenues		\$ 156,833	\$ 249,006	\$ 343,184	\$ 434,711	\$ 535,762
<b>Other Local Revenues</b>							
8600	Transfers from Sponsoring LEA		\$ -	\$ -	\$ -	\$ -	\$ -
8660	Interest		\$ -	\$ -	\$ -	\$ -	\$ -
8600	Fundraising		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
8600	Other Grants		\$ -	\$ -	\$ -	\$ -	\$ -
8600	Parent Loan Program		\$ -	\$ -	\$ -	\$ -	\$ -
8979	Loan Financing (e.g. Charter School Revolving Loan)		\$ 250,000	\$ -	\$ -	\$ -	\$ -
	<b>Total, Local Revenues</b>		\$ 300,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	<b>TOTAL REVENUES</b>		\$ 3,063,600	\$ 4,023,458	\$ 5,533,374	\$ 7,107,468	\$ 8,772,403
<b>EXPENDITURES</b>							
<b>Certificated Salaries</b>							
1100	Certificated Teacher Salaries		\$ 440,000	\$ 681,516	\$ 938,311	\$ 1,150,569	\$ 1,500,729
1120	Substitute Teacher Salaries (4% of Teacher Salaries)		\$ 17,600	\$ 27,261	\$ 37,532	\$ 46,023	\$ 60,029
1200	Certificated Pupil Support/Teacher Aide Salaries		\$ 220,000	\$ 397,551	\$ 469,156	\$ 605,563	\$ 750,365
1300	Certificated Supervisor and Administrator Salaries		\$ 135,000	\$ 138,200	\$ 141,400	\$ 144,600	\$ 147,800
1900	Other Certificated Salaries		\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total, Certificated Salaries</b>		\$ 812,600	\$ 1,244,528	\$ 1,586,399	\$ 1,946,754	\$ 2,458,923
<b>Classified (non-certificated) Salaries</b>							
2100	Non-certificated Instructional Classified Salaries		\$ 40,000	\$ 41,304	\$ 63,976	\$ 66,061	\$ 90,953
2200	Non-certificated Support Salaries		\$ 60,000	\$ 61,936	\$ 63,976	\$ 66,061	\$ 68,215
2300	Non-certificated Supervisor and Administrator Salaries		\$ 45,000	\$ 46,467	\$ 47,982	\$ 49,546	\$ 51,161
2400	Clerical and Office Salaries		\$ -	\$ -	\$ -	\$ -	\$ -
2500	Other Non-certificated Salaries (IT support, etc.)		\$ 60,000	\$ 64,000	\$ 66,000	\$ 68,000	\$ 70,000
	<b>Total, Non-certificated Salaries</b>		\$ 205,000	\$ 213,727	\$ 284,884	\$ 293,710	\$ 325,806

BWCAS will apply for PCSO funding each year.  
 Assumption 80% of students  
 Breakfast - \$1.79  
 Lunch - \$3.31

Year 1 Expenses as % of Revenue	Certificated Salaries	Classified (non-certificated) Salaries	Total, Non-certificated Salaries
15%	Teacher Salaries	Instructional Aide Salaries	Non-certificated Support Salaries
1%	Substitute Teacher Salaries (4% of Teacher Salaries)	Non-certificated Support Salaries	Clerical and Office Salaries
7%	Certificated Pupil Support/Teacher Aide Salaries	Other Non-certificated Salaries (IT support, etc.)	
5%	Certificated Supervisor and Administrator Salaries		
0%	Other Certificated Salaries		
28%	<b>Total, Certificated Salaries</b>		
1%			
2%			
2%			
0%			
2%			
7%			

Account Number	Description	3101-3302	3401-3402	3501-3502	3601-3602	3701-3702	3901-3902	Total	Percentage	Account Number	Description	3101-3302	3401-3402	3501-3502	3601-3602	3701-3702	3901-3902	Total	Percentage
3101-3302	Employee Benefits									603,849								603,849	7%
3401-3402	STRS/PERS/OASD/Medicare (0.00%-STRS, 0.00%-PERS)									489,245								489,245	7%
3501-3502	Health and Welfare Benefits									418,000								418,000	1%
3601-3602	Unemployment Insurance									78,416								78,416	1%
3701-3702	Workers' Compensation Insurance									89,619								89,619	1%
3901-3902	Other Retirement Benefits																		0%
	Total, Employee Benefits									1,075,280								1,075,280	17%
4100	Books and Supplies									278,400								278,400	3%
4200	Approved Textbooks and Core Curricula Materials									87,000								87,000	1%
4300	Books and Other Reference Materials									104,400								104,400	1%
4400	Materials and Supplies									203,000								203,000	3%
4700	Non-capitalized Equipment (computers, printers, servers)									243,600								243,600	3%
	Total, Books and Supplies									869,000								869,000	15%
5200	Services and Other Operating Expenditures																		0%
5300	Travel and Conferences									5,000								5,000	0%
5400	Dues and Memberships									2,500								2,500	0%
5500	Insurance									105,000								105,000	3%
5600	Utilities and Housekeeping Services									45,000								45,000	2%
5800	Rentals, Leases, Repairs, and Noncap. Improvements									104,911								104,911	2%
5900	Professional/Consulting Services and Operating Expend.									115,441								115,441	13%
	Total, Services/Other Operating									310,958								310,958	0%
6100-6170	Capital Outlay																		21%
6200	Land and Land Improvements									30,000								30,000	0%
6300	Buildings and Improvements of Buildings									20,000								20,000	1%
6400	Books and Media for New Libraries									15,000								15,000	1%
6490	Equipment (computers, servers, etc. over \$5,000)									25,000								25,000	2%
6500	Furniture									15,000								15,000	0%
	Total, Capital Outlay									105,000								105,000	4%
7110-7143	Other Outgo																		0%
7221-7223BE	Tuition to Other Schools																		0%
7221	Transfers of Appointment to Other LEAs (except SPED)									385,700								385,700	5%
7221-7223AO	Transfers of Appointment to LEAs (Special Ed)																		0%
7281	All Other Transfers of Appointments to Other LEAs																		0%
7350	District Oversight (currently set to 1.00%)									576,112								576,112	1%
7430	Loan Repayment									62,500								62,500	2%
7438	Debt Interest																		0%
	Total, Other Outgo									509,358								509,358	8%
TOTAL EXPENDITURES										6,534,316								6,534,316	100%
Cash Reserve Requirement ( 5% Operating Expenses)										74,864								74,864	
Excess of Revenues over Expenditures and Reserve										1,501,172								1,501,172	
Beginning Cash Balance (less reserves)										2,524,792								2,524,792	
Net Cash Balance										4,665,019								4,665,019	
Cumulative Reserve Total										359,543								359,543	
Total Cash Balance Including Reserves										2,884,335								2,884,335	



**CASH FLOW PROJECTION**  
**Better World Conservatory of the Arts & Sciences**  
**Year 1 - Year 5**

Enter Data in Yellow Boxes  
 Automatically Generated  
 Please Leave Gray Boxes  
 Empty

Note: Your Fundraising, Grants, Local Revenue, and Loan Financing has not been automatically entered into this worksheet as each school will expect to receive this revenue at different times of the year. The amount you've allocated in your planning budget is noted in Column A. Please distribute this revenue throughout the year based on when you will receive the funds.

	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>BEGINNING CASH</b>	\$ 299,000	\$ 381,250	\$ 606,526	\$ 1,086,202	\$ 740,577	\$ 421,794	\$ 333,770	\$ 283,983	\$ 296,186	\$ 256,362	\$ 246,095
<b>REVENUE</b>											
LCFF Revenue Sources	\$ -	\$ -	\$ 725,893	\$ -	\$ -	\$ 363,137	\$ -	\$ 176,569	\$ -	\$ 176,569	\$ -
LCFF - State Aid Portion	\$ -	\$ -	\$ 11,600	\$ -	\$ -	\$ 11,600	\$ -	\$ -	\$ -	\$ -	\$ 11,600
LCFF - LEA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PV Adjustments	\$ -	\$ 3,297	\$ 6,594	\$ 4,386	\$ 4,386	\$ 4,386	\$ 4,386	\$ 7,693	\$ 3,846	\$ -	\$ -
LCFF - Local Revenue (in Lieu of Property Tax)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other State Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Federal Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Education Local Plan Area (SELPA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SB740 Family Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other State Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers from LEAS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fundraising (\$50,000 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants (\$50,000 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other Local Revenue (\$50,000 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loan Financing/Reserveable Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUE</b>	\$ 600,000	\$ 3,297	\$ 799,187	\$ 13,885	\$ 8,619	\$ 373,366	\$ 185,187	\$ 295,274	\$ 195,171	\$ 224,727	\$ 201,710
<b>DISBURSEMENTS</b>											
1000 Certified Salaries	\$ 36,567	\$ 70,548	\$ 70,548	\$ 70,548	\$ 70,548	\$ 70,548	\$ 70,548	\$ 70,548	\$ 70,548	\$ 70,548	\$ 70,548
2000 Classified Salaries	\$ 9,225	\$ 17,798	\$ 17,798	\$ 17,798	\$ 17,798	\$ 17,798	\$ 17,798	\$ 17,798	\$ 17,798	\$ 17,798	\$ 17,798
3000 Employee Benefits	\$ 21,958	\$ 42,363	\$ 42,363	\$ 42,363	\$ 42,363	\$ 42,363	\$ 42,363	\$ 42,363	\$ 42,363	\$ 42,363	\$ 42,363
4000 Books and Supplies	\$ -	\$ 22,180	\$ 66,540	\$ 10,800	\$ 18,483	\$ 18,483	\$ 18,483	\$ 66,540	\$ 18,483	\$ 18,483	\$ 18,483
5000 Services and Other Operating Expenditures	\$ -	\$ 55,460	\$ 55,460	\$ 55,460	\$ 55,460	\$ 55,460	\$ 55,460	\$ 55,460	\$ 55,460	\$ 55,460	\$ 55,460
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000 Other Outlay	\$ -	\$ 7,448	\$ 16,746	\$ 16,746	\$ 16,746	\$ 16,746	\$ 16,746	\$ 16,746	\$ 16,746	\$ 16,746	\$ 16,746
7000 Short Term Loan Repayment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 67,750	\$ 215,798	\$ 327,287	\$ 327,287	\$ 315,188	\$ 222,711	\$ 222,711	\$ 210,828	\$ 222,711	\$ 222,711	\$ 222,711
<b>REVENUE LESS EXPENDITURES</b>	\$ 532,250	\$ 165,452	\$ 479,239	\$ 425,389	\$ 425,389	\$ 158,656	\$ 111,059	\$ 73,155	\$ 73,475	\$ 3,016	\$ -
Revenue Requirement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>NET INCREASE (DECREASE)</b>	\$ 532,250	\$ 165,452	\$ 479,239	\$ 425,389	\$ 425,389	\$ 158,656	\$ 111,059	\$ 73,155	\$ 73,475	\$ 3,016	\$ -
<b>CASH BALANCE</b>	\$ 831,250	\$ 606,526	\$ 1,086,202	\$ 1,511,591	\$ 1,936,980	\$ 2,310,366	\$ 2,684,763	\$ 3,057,918	\$ 3,431,238	\$ 3,804,554	\$ 4,177,864
<b>CASH BALANCE WITH RESERVES</b>	\$ 831,250	\$ 618,749	\$ 1,090,649	\$ 1,511,591	\$ 1,936,980	\$ 2,310,366	\$ 2,684,763	\$ 3,057,918	\$ 3,431,238	\$ 3,804,554	\$ 4,177,864

Account	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total Year to Date	Available for Disbursement	Total Available for Disbursement
<b>Account Operations</b>															
BEGINNING CASH	\$ (204,102)	\$ 245,094	\$ 250,833	\$ 361,207	\$ 519,044	\$ 398,729	\$ 423,579	\$ 421,056	\$ 418,533	\$ 570,212	\$ 541,639	\$ 598,701	\$ 606,903		
REVENUE															
LCRF Revenue Sources															
LCRF State Aid Fwdn	\$ 160,815	\$ 160,815	\$ 289,466	\$ 289,466	\$ 289,466	\$ 289,466	\$ 289,466	\$ 289,466	\$ 289,466	\$ 289,466	\$ 289,466	\$ 289,466	\$ 3,216,292	\$ -	\$ 3,216,292
LCRF - EPA	\$ -	\$ -	\$ 17,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,600	\$ -	\$ 69,600
PY Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRF - Local Revenue (in Lieu of Property Tax)	\$ -	\$ 3,297	\$ 6,594	\$ 4,396	\$ 4,396	\$ 4,396	\$ 4,396	\$ 4,396	\$ 7,693	\$ 3,846	\$ 3,846	\$ 3,846	\$ 51,103	\$ 3,846	\$ 54,949
Federal Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Child Nutrition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CPSTF CS Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Federal Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other State Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Educational Local Plan Area (SELPA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
California Health Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SB740 Facility Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other State Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers from LEAS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Buses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Paratransit (\$30,000.00 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants (\$300.00 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other Local Revenue (\$500.00 in budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loan Financing/Receivable Factoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUE</b>	\$ 210,815	\$ 164,112	\$ 406,083	\$ 663,713	\$ 300,196	\$ 327,570	\$ 300,196	\$ 300,196	\$ 473,651	\$ 316,147	\$ 359,781	\$ 327,020	\$ 4,049,479	\$ (220,755)	\$ 3,823,458
<b>DISBURSEMENTS</b>															
1000 Certificated Salaries	\$ 56,004	\$ 108,048	\$ 108,048	\$ 108,048	\$ 108,048	\$ 108,048	\$ 108,048	\$ 108,048	\$ 108,048	\$ 108,048	\$ 108,048	\$ 108,048	\$ 1,244,528	\$ -	\$ 1,244,528
2000 Classified Salaries	\$ 9,618	\$ 18,555	\$ 18,555	\$ 18,555	\$ 18,555	\$ 18,555	\$ 18,555	\$ 18,555	\$ 18,555	\$ 18,555	\$ 18,555	\$ 18,555	\$ 213,727	\$ -	\$ 213,727
3000 Employee Benefits	\$ 31,662	\$ 61,085	\$ 61,085	\$ 61,085	\$ 61,085	\$ 61,085	\$ 61,085	\$ 61,085	\$ 61,085	\$ 61,085	\$ 61,085	\$ 61,085	\$ 703,594	\$ -	\$ 703,594
4000 Books and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5000 Services and Other Operations Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000 Other Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000 Short Term Loan Repayment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 97,283	\$ 187,688	\$ 290,440	\$ 400,605	\$ 415,242	\$ 297,450	\$ 297,450	\$ 297,450	\$ 350,702	\$ 297,450	\$ 297,450	\$ 411,547	\$ 3,648,755	\$ 132,963	\$ 3,816,718
REVENUE LESS EXPENDITURES	\$ 113,531	\$ (23,576)	\$ 115,643	\$ 163,108	\$ (115,045)	\$ 30,120	\$ 2,747	\$ 2,747	\$ 114,949	\$ 18,697	\$ 62,331	\$ (84,527)	\$ 400,724	\$ (383,717)	\$ 6,740
Revenue Requirement/Prior Year Carryover	\$ 146,692	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 5,270	\$ 204,650	\$ 5,270	\$ 63,238
PY Expense Averages	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 476,500	\$ -	\$ 476,500
<b>NET INCREASE (DECREASE)</b>	\$ 449,188	\$ 5,739	\$ 119,374	\$ 157,838	\$ (120,315)	\$ 24,850	\$ (2,523)	\$ (2,523)	\$ 109,878	\$ 13,427	\$ 57,082	\$ (69,797)	\$ 713,006	\$ (358,987)	\$ (56,488)
CASH BALANCE	\$ 245,094	\$ 250,833	\$ 361,207	\$ 519,044	\$ 398,729	\$ 423,579	\$ 421,056	\$ 418,533	\$ 418,533	\$ 570,212	\$ 541,639	\$ 598,701	\$ 606,903	\$ -	\$ 508,903
CASH BALANCE WITH RESERVES	\$ 391,775	\$ 402,784	\$ 518,428	\$ 683,533	\$ 566,490	\$ 596,810	\$ 599,358	\$ 602,103	\$ 717,852	\$ 735,749	\$ 796,061	\$ 796,061	\$ 713,553	\$ -	\$ 713,553

Year-to-Date Operations

	(M)	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Year Total Budgeted	Year's Actual	Year's Total Budget
REVENUE	\$ 713,553	\$ 556,497	\$ 211,981	\$ 288,145	\$ 260,392	\$ 155,438	\$ 203,084	\$ 235,304	\$ 267,515	\$ 429,652	\$ 479,030	\$ 585,821	\$ 647,479	\$ 647,479	\$ 647,479
LOFF Revenue Sources															
LOFF - State Aid Portion															
LOFF - EPA															
LOFF - Local Revenue (in lieu of Property Tax)	\$ 227,381	\$ 227,381	\$ 409,286	\$ 409,286	\$ 409,286	\$ 409,286	\$ 409,286	\$ 409,286	\$ 409,286	\$ 409,286	\$ 409,286	\$ 409,286	\$ 4,547,627	\$ -	\$ 4,547,627
Federal Revenue															
Child Nutrition															
COPE PFS Grant															
Other Federal Revenue															
Other State Revenue															
Special Education Local Plan Grant (SELEPA)															
Special Education Local Plan Grant (SELEPA)															
Special Education Local Plan Grant (SELEPA)															
SHAD Profits Grant															
All Other State Revenues															
Transfers from LEAS															
Interest															
Fundraising (\$50,000.00 in budget)															
Grants (\$50,000 in budget)															
All Other Local Revenue (\$50,000 in budget)															
Loan Financing/Reserve Feeder															
TOTAL REVENUE	\$ 307,397	\$ 230,678	\$ 541,520	\$ 441,611	\$ 422,128	\$ 437,575	\$ 421,128	\$ 422,128	\$ 631,251	\$ 444,045	\$ 501,756	\$ 437,026	\$ 5,239,230	\$ 209,567	\$ 5,533,374
DISBURSEMENTS															
1000 Certificated Salaries	\$ 71,388	\$ 137,728	\$ 137,728	\$ 137,728	\$ 137,728	\$ 137,728	\$ 137,728	\$ 137,728	\$ 137,728	\$ 137,728	\$ 137,728	\$ 137,728	\$ 1,586,389	\$ -	\$ 1,586,389
2000 Classified Salaries	\$ 12,806	\$ 24,707	\$ 24,707	\$ 24,707	\$ 24,707	\$ 24,707	\$ 24,707	\$ 24,707	\$ 24,707	\$ 24,707	\$ 24,707	\$ 24,707	\$ 284,584	\$ -	\$ 284,584
3000 Employee Benefits	\$ 41,208	\$ 79,502	\$ 79,502	\$ 79,502	\$ 79,502	\$ 79,502	\$ 79,502	\$ 79,502	\$ 79,502	\$ 79,502	\$ 79,502	\$ 79,502	\$ 915,731	\$ -	\$ 915,731
4000 Books and Supplies		\$ 34,360	\$ 103,080	\$ 103,080	\$ 103,080	\$ 103,080	\$ 103,080	\$ 103,080	\$ 103,080	\$ 103,080	\$ 103,080	\$ 103,080	\$ 687,200	\$ -	\$ 687,200
5000 Services and Other Operating Expenditures		\$ 68,065	\$ 68,065	\$ 68,065	\$ 68,065	\$ 68,065	\$ 68,065	\$ 68,065	\$ 68,065	\$ 68,065	\$ 68,065	\$ 68,065	\$ 748,717	\$ 9,000	\$ 757,717
6000 Capital Outlay			\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 9,500	\$ 95,000	\$ -	\$ 95,000
7000 Other Outlay			\$ 35,551	\$ 35,551	\$ 35,551	\$ 35,551	\$ 35,551	\$ 35,551	\$ 35,551	\$ 35,551	\$ 35,551	\$ 35,551	\$ 355,514	\$ -	\$ 355,514
7000 Short Term Loan Repayment															
TOTAL EXPENDITURES	\$ 125,402	\$ 344,363	\$ 468,134	\$ 458,134	\$ 526,054	\$ 393,697	\$ 393,697	\$ 393,697	\$ 462,884	\$ 388,437	\$ 378,937	\$ 378,937	\$ 4,073,146	\$ 74,500	\$ 4,147,646
REVENUE LESS EXPENDITURES	\$ 181,995	\$ (113,685)	\$ (77,614)	\$ (16,523)	\$ (104,926)	\$ 33,878	\$ 38,441	\$ 38,441	\$ 168,367	\$ 55,608	\$ 122,820	\$ 50,089	\$ 566,092	\$ 138,087	\$ 766,729
Reserve Requirement/Unl. Year Carryover															
PY Income Accounts															
PY Expense Accounts															
NET INCREASE (DECREASE)	\$ (157,066)	\$ (344,510)	\$ (77,614)	\$ (22,753)	\$ (170,956)	\$ 47,659	\$ 32,211	\$ 32,211	\$ 182,137	\$ 49,378	\$ 116,500	\$ 51,659	\$ (60,074)	\$ 131,657	\$ 713,970
CASH BALANCE	\$ 556,497	\$ 211,981	\$ 289,145	\$ 266,392	\$ 155,438	\$ 203,084	\$ 235,304	\$ 267,515	\$ 429,652	\$ 479,030	\$ 595,621	\$ 617,479	\$ 617,479	\$ 617,479	\$ 617,479
CASH BALANCE WITH RESERVES	\$ 766,416	\$ 428,131	\$ 511,624	\$ 495,001	\$ 390,275	\$ 444,163	\$ 492,604	\$ 521,044	\$ 689,411	\$ 745,019	\$ 867,653	\$ 925,928	\$ 925,928	\$ 925,928	\$ 925,928

Account Description	10	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Year to Date	YTD Total	Year to Date
BEGINNING CASH	\$ 925,928	\$ 751,631	\$ 833,117	\$ 856,878	\$ 954,513	\$ 893,121	\$ 1,021,530	\$ 1,128,688	\$ 1,235,939	\$ 1,517,885	\$ 1,850,901	\$ 1,857,725		
REVENUE														
LAFS Revenue Source														
LOFF- State Aid Portion	\$ 297,244	\$ 297,244	\$ 535,038	\$ 535,038	\$ 535,038	\$ 535,038	\$ 535,038	\$ 535,038	\$ 535,038	\$ 535,038	\$ 535,038	\$ 535,038	\$ 535,038	\$ 535,038
LOFF- SFA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PV Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LOFF- Local Revenue (in Lieu of Property Tax)	\$ -	\$ 3,297	\$ 6,594	\$ 4,396	\$ 4,396	\$ 4,396	\$ 4,396	\$ 4,396	\$ 7,893	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846	\$ 3,846
Federal Revenue														
Child Nutrition	\$ -	\$ -	\$ -	\$ 10,649	\$ 10,649	\$ 10,649	\$ 10,649	\$ 10,649	\$ 10,649	\$ 10,649	\$ 10,649	\$ 10,649	\$ 10,649	\$ 10,649
COE/CIS Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,224	\$ -	\$ 100,224	\$ -	\$ 100,224	\$ 100,224
Other State Revenue														
Special Education Local Plan Area (SELPA)	\$ 17,750.00					\$ 21,268		\$ 137,750.00				\$ 21,268		
California High-Speed Rail Authority	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,415	\$ -	\$ -	\$ -	\$ 26,415	\$ 26,415
All Other State Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers from LEAS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Busines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fundraising (\$30,000.00 in Budget)	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants (\$30,000 in Budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Other Local Revenue (\$30,000 in Budget)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Loan Financing/Revestable Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 327,244	\$ 300,541	\$ 700,650	\$ 574,624	\$ 550,033	\$ 571,351	\$ 550,033	\$ 550,033	\$ 612,622	\$ 575,949	\$ 649,759	\$ 6,733,930	\$ 269,071	\$ 7,107,468
DISBURSEMENTS														
1000 Certificated Salaries	\$ 87,604	\$ 169,014	\$ 169,014	\$ 169,014	\$ 169,014	\$ 169,014	\$ 169,014	\$ 169,014	\$ 169,014	\$ 169,014	\$ 169,014	\$ 1,946,754	\$ -	\$ 1,946,754
2000 Certificated Salaries	\$ 13,217	\$ 25,499	\$ 25,499	\$ 25,499	\$ 25,499	\$ 25,499	\$ 25,499	\$ 25,499	\$ 25,499	\$ 25,499	\$ 25,499	\$ 293,710	\$ -	\$ 293,710
1000 Employee Benefits	\$ 48,388	\$ 93,354	\$ 93,354	\$ 93,354	\$ 93,354	\$ 93,354	\$ 93,354	\$ 93,354	\$ 93,354	\$ 93,354	\$ 93,354	\$ 1,075,280	\$ -	\$ 1,075,280
4000 Books and Supplies	\$ 40,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5000 Services and Other Operating Expenditures	\$ -	\$ 71,212	\$ 71,212	\$ 71,212	\$ 71,212	\$ 71,212	\$ 71,212	\$ 71,212	\$ 71,212	\$ 71,212	\$ 71,212	\$ 783,329	\$ 9,000	\$ 792,329
6000 Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000 Other Charge	\$ -	\$ 19,927	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000 Short Term Loan Requirement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 148,209	\$ 418,556	\$ 570,651	\$ 570,651	\$ 605,236	\$ 436,695	\$ 436,695	\$ 436,695	\$ 524,335	\$ 436,695	\$ 436,695	\$ 5,459,931	\$ 71,500	\$ 5,531,431
REVENUE LESS EXPENDITURES	\$ 178,935	\$ (118,015)	\$ 130,000	\$ 3,874	\$ (55,153)	\$ 134,656	\$ 113,339	\$ 113,339	\$ 268,286	\$ 139,254	\$ 213,063	\$ 1,273,759	\$ 197,511	\$ 1,576,036
Revenue Requirement/ Prior Year Carryover	\$ 284,679	\$ 6,239	\$ 6,239	\$ 6,239	\$ 6,239	\$ 6,239	\$ 6,239	\$ 6,239	\$ 6,239	\$ 6,239	\$ 6,239	\$ 353,304	\$ 6,239	\$ 359,543
PV Income Accruals	\$ 3,846	\$ 205,740	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 209,586
PV Expense Accruals	\$ 71,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,500
NET INCREASE (DECREASE)	\$ (174,297)	\$ 61,483	\$ (2,365)	\$ (2,365)	\$ (61,392)	\$ 128,410	\$ 107,150	\$ 107,150	\$ 282,047	\$ 133,016	\$ 206,824	\$ 1,050,541	\$ 191,272	\$ 1,501,772
CASH BALANCE	\$ 751,631	\$ 633,117	\$ 856,878	\$ 954,513	\$ 893,121	\$ 1,021,530	\$ 1,128,688	\$ 1,235,939	\$ 1,517,885	\$ 1,850,901	\$ 2,204,791	\$ 1,857,725	\$ -	\$ 1,994,469
CASH BALANCE WITH RESERVES	\$ 1,036,309	\$ 1,124,035	\$ 1,254,034	\$ 1,257,908	\$ 1,202,754	\$ 1,337,411	\$ 1,450,799	\$ 1,564,188	\$ 1,852,474	\$ 1,991,726	\$ 2,204,791	\$ 2,337,773	\$ -	\$ 2,337,773

Accounts Operations	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	YTD	YTD Total
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
BEGINNING CASH	2,337,773	2,126,773	2,476,774	2,471,101	2,512,524	2,471,101	2,665,846	2,438,339	2,690,633	3,393,907	3,979,952		4,078,915		4,078,915
REVENUE															
LCFF Revenue Source	370,850	370,850	667,531	667,531	667,531	667,531	667,531	667,531	667,531	667,531	667,531	667,531	667,531	667,531	667,531
LCFF - State Aid Portion	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LCFF - IPA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PY Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LCFF - Local Revenue (in Lieu of Property Tax)	3,297	3,297	4,396	4,396	4,396	4,396	4,396	4,396	4,396	4,396	4,396	4,396	4,396	4,396	
Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Child Nutrition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CE/FCS Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Education Local Plan Aves (SE/LPA)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local/State/Local (L/S/L)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SP740 Facility Grant	27,452	27,452	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from LEAS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fundraising (\$30,000.00 in budget)	30,000	30,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Grants (600.00 in budget)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Other Local Revenue (\$900.00 in budget)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loan Financing/Reservable Financing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	400,650	374,147	715,829	747,673	885,421	605,421	685,421	685,421	1,036,633	719,472	805,141		8,518,194	8,518,194	
DISBURSEMENTS															
1000 Certificated Salaries	110,652	213,479	213,479	213,479	213,479	213,479	213,479	213,479	213,479	213,479	213,479	213,479	213,479	213,479	213,479
2000 Classified Salaries	14,661	28,286	28,286	28,286	28,286	28,286	28,286	28,286	28,286	28,286	28,286	28,286	28,286	28,286	
3000 Employee Benefits	59,342	114,487	114,487	114,487	114,487	114,487	114,487	114,487	114,487	114,487	114,487	114,487	114,487	114,487	
4000 Books and Supplies	-	46,540	139,620	232,700	38,783	38,783	38,783	38,783	38,783	38,783	38,783	38,783	38,783	38,783	
5000 Services and Other Operating Expenditure	-	77,012	77,012	77,012	77,012	77,012	77,012	77,012	77,012	77,012	77,012	77,012	77,012	77,012	
6000 Capital Outlay	-	-	47,439	47,439	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	
7000 Other	-	22,948	51,600	51,600	51,600	51,600	51,600	51,600	51,600	51,600	51,600	51,600	51,600	51,600	
7000 Short Term Loan Repayment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL EXPENDITURES	184,655	502,753	671,924	671,924	718,690	524,773	524,773	524,773	624,610	524,773	524,773	524,773	6,525,316	6,525,316	
REVENUE LESS EXPENDITURES	216,196	(128,606)	33,905	33,905	33,905	(63,286)	33,905	33,905	(63,286)	33,905	33,905	33,905	1,992,879	1,992,879	
Revenue Retained/Prior Year Carryover	3,846	3,846	3,846	3,846	3,846	3,846	3,846	3,846	3,846	3,846	3,846	3,846	3,846	3,846	
PY Expense Accruals	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	74,500	
NET INCREASE (DECREASE)	(211,001)	128,404	(41,423)	(41,423)	(41,423)	152,493	152,493	152,493	402,774	180,345	272,213		(71,500)	(71,500)	
CASH BALANCE	2,126,773	2,255,177	2,476,774	2,512,524	2,471,101	2,665,846	2,438,339	2,690,633	3,393,907	3,979,952			4,078,915	4,078,915	
CASH BALANCE WITH RESERVES	2,486,316	2,622,875	2,896,522	2,896,522	2,896,522	3,086,164	3,407,480	3,407,480	3,918,389	4,012,899			4,628,162	4,628,162	

## Better World Conservatory of the Arts & Sciences Charter School Facilities Worksheet

The facilities needs of each charter school are unique and vary widely based on the mission of the school and the students that the school serves. However, many charter developers and operators have asked for some rules of thumb as they begin their search. This template will provide general guidelines on size of building and what you may be able to afford to pay in rent or in mortgage payments.

Before you begin the facilities search, the Association recommends you speak with experts in your area. NCB Capital Impact has also created a helpful guide on charter school facilities entitled *The Answer Key*.

### Lease Payments

#### Determine How Much Space You Need and Anticipated Lease Payments

Contact Local Brokers to Get an Estimate on Commercial Prices in Your Target Neighborhood  
\$ 0.30 \$ Sq./Ft. per month

Enrollment (From Assumptions Tab)	Year 1	Year 2	Year 3	Year 4	Year 5
Grades K-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	232	232	232	232	232
Grades 9-12	-	116	232	348	464
<b>Total</b>	<b>232</b>	<b>348</b>	<b>464</b>	<b>580</b>	<b>696</b>

#### Classroom Count (based on Student:Teacher ratio entered on Assumptions tab)

Grades K-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	8	8	8	8	8
Grades 9-12	4	4	8	11	16
<b>Total</b>	<b>8</b>	<b>12</b>	<b>16</b>	<b>19</b>	<b>24</b>

Grades	Recommended Sq. Ft. per Class
Grades K-3	1,000
Grades 4-6	750
Grades 7-8	750
Grades 9-12	850

#### Building Square Footage

Classroom Square Footage	6,000	9,400	12,800	15,050	19,600
Circulation and Support Areas	1,800	2,820	3,840	4,515	5,880
Specialty Rooms	2	2	2	2	2
<b>Total Square Footage Needed</b>	<b>7,802</b>	<b>12,222</b>	<b>16,642</b>	<b>19,567</b>	<b>25,482</b>

Circulation and Support 30%

#### Cost Estimates

Cost Per Year	28,087	43,999	59,911	70,441	91,735
Monthly Lease Amount	2,341	3,667	4,993	5,870	7,645
Cost Per Student Per Year \$	121	126	129	121	132
% of Budget on Facilities	1%	1%	1%	1%	1%

**Staff Benefits Percentages**

	2019-20	2020-21	2021-2022	2022-23	2023-24	2024-25
STRS	16.280%	18.130%	19.100%	19.100%	19.100%	19.100%
PERS	18.200%	19.900%	20.400%	20.400%	20.400%	20.400%

Medicare/OASDI  Rate is set by federal government; constant each year

Social Security  Rate is set by federal government; constant each year

Unemployment Insurance in your area:  of salary expense

Workers Compensation Insurance:  of salary expense

**Other Revenue Assumptions**

Title I FRL threshold	<input type="text" value="45%"/>
Title I conversion factor	<input type="text" value="0.36"/>
Title I funding level (per student)	<input type="text" value="\$ 1,200"/>

Special Education   
 State Lottery   
 SB 740 - % of eligible lease:  or  per ADA



List of Facilities for Intended School Location

Better World Conservatory of the Arts and Sciences intends on securing a facility within the city of Anaheim for the 2020-2021 school year. Based on current fiscal projections and facilities requirements, it is recommended that the facility support a total square footage of 7,802 square feet in the first year and up to 26,000 or more square feet by the 5th year, inclusive of classroom, circulation and support areas (see Facilities Worksheet in the 5 Year Budget).

Year 1 -5  
Facility Needs

(see Facilities Worksheet in the 5 Year Budget).

Lease Payments

Determine How Much Space You Need and Anticipated Lease Payments

Contact Local Brokers to Get an Estimate on Commercial Prices in Your Target Neighborhood  
\$ 0.30 \$ Sq./Ft. per month

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Enrollment (From Assumptions Tab)</b>					
Grades K-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	232	232	232	232	232
Grades 9-12	-	116	232	348	464
<b>Total</b>	<b>232</b>	<b>348</b>	<b>464</b>	<b>580</b>	<b>696</b>

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Classroom Count (based on Student:Teacher ratio entered on Assumptions tab)</b>					
Grades K-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	8	8	8	8	8
Grades 9-12	-	4	8	11	16
<b>Total</b>	<b>8</b>	<b>12</b>	<b>16</b>	<b>19</b>	<b>24</b>

	Recommended Sq. Ft per Class
Grades K-3	1,000
Grades 4-6	750
Grades 7-8	750
Grades 9-12	850

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Building Square Footage</b>					
Classroom Square Footage	6,000	9,400	12,800	15,050	19,600
Circulation and Support Areas	1,800	2,820	3,840	4,515	5,880
Specialty Rooms	2	2	2	2	2
<b>Total Square Footage Needed</b>	<b>7,802</b>	<b>12,222</b>	<b>16,642</b>	<b>19,567</b>	<b>25,482</b>

Circulation and Support 30%

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Cost Estimates</b>					
Cost Per Year	28,087	43,999	59,911	70,441	91,735
Monthly Lease Amount	2,341	3,667	4,993	5,870	7,645
Cost Per Student Per Year \$	\$ 121	\$ 126	\$ 129	\$ 121	\$ 132
% of Budget on Facilities	1%	1%	1%	1%	1%

FACILITY OPTION 1 - Prop 39

The best current option, in partnership with Anaheim Union High School District, is the short or long term leasing of available space or co-locate on an existing campus.

Better World Conservatory of the Arts and Sciences is prepared to work beside AUHSD in offering a high quality educational program at a location that is easily accessible to families throughout the community.





Better World  
 Conservatory  
 of the Arts & Sciences

**FACILITY OPTION 2 - Leasing Facilities at 511 N. Brookhurst Street - The former Everest College**

In the case that Better World BWCAS is unable to open its doors at one of the District's campuses, it will pursue private leasing options, ensuring that the facility is entirely up to all safety codes and District expectations. This option allows for Better World CAS to build a strong partnership with a local educational agency embedded within the community.

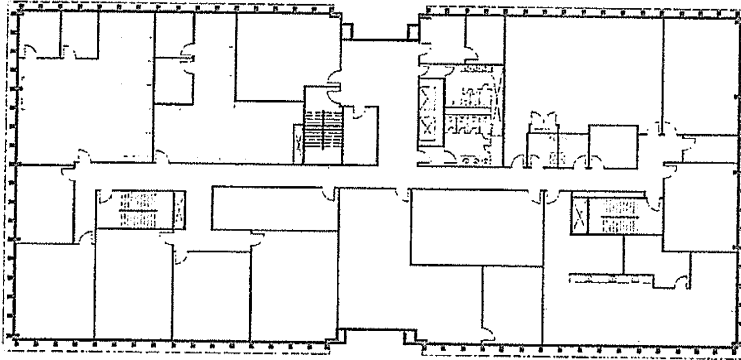
The second facility currently being reviewed is the closed Everest College campus located 511 N. Brookhurst Street. This location offers 17,787 square feet which will allow BWCAS to serve all students in years 1-3. This short term lease option would be accompanied by a plan for relocation to a longer term location that will support Better World Preparatory growth projections over the course of 5 years.

**FOR LEASE: ±32,395 SF**

**511 N. BROOKHURST ST.**

ANAHEIM, CA 92801

**SECOND FLOOR: ±14,516 RSF**

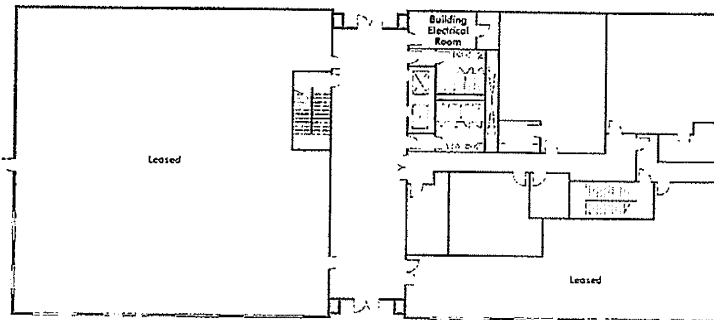


**FOR LEASE: ±32,395 SF**

**511 N. BROOKHURST ST.**

ANAHEIM, CA 92801

**FIRST FLOOR: ±3,271 RSF**

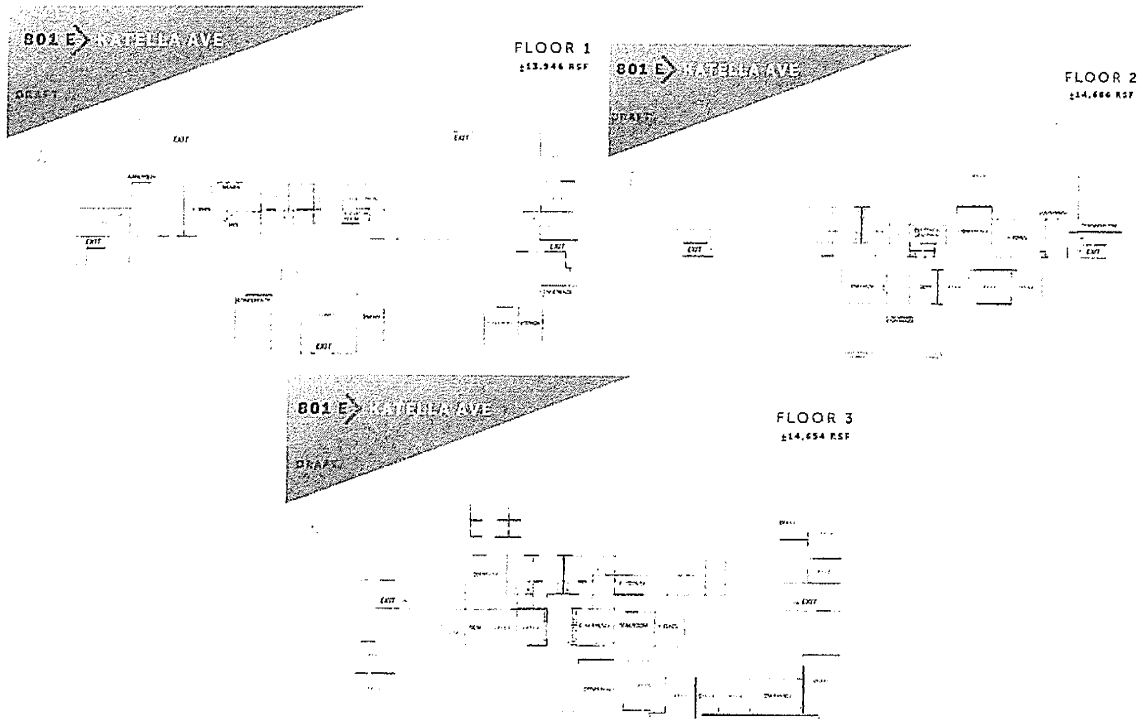




**FACILITY OPTION 3 - Leasing Facilities at 801 East Katella Avenue, Anaheim**

The third option for a facility is a building located at 801 Katella Avenue in the city of Anaheim. This location offers 43,286 square feet which will allow BWCAS to serve all students in years 1-5

Should we move forward with this option or one like it, Better World Public BWCAS will work with a charter school facilities financing and development company such as Charter School Capital or American Charter Development to ensure readiness of the facilities.





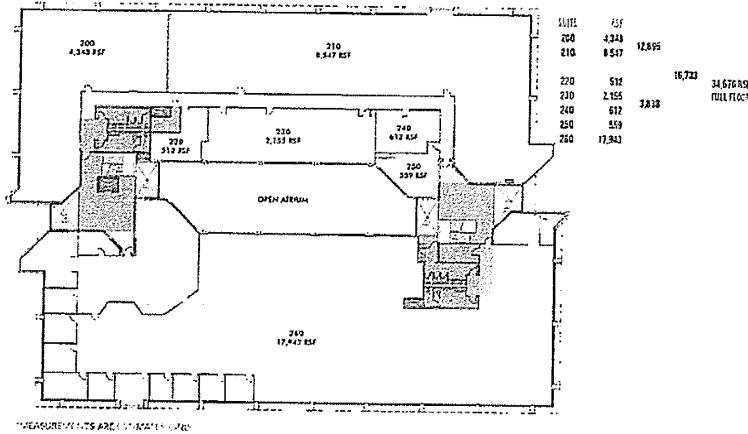
**FACILITY OPTION 3 - Leasing Facilities at 1240 South State College Blvd, Anaheim**

The third option for a facility is a building located at 1240 South State College Blvd in the city of Anaheim. This location offers 67,622 square feet which will allow BWCAS to serve all students in years 1-5

While this location is located in the city of Anaheim, it is not a central location and will require significant grounds development to support a school, including the installation of classroom units. Should we move forward with this option or one like it, Better World CAS will work with a charter school facilities financing and development company such as Charter School Capital or American Charter Development.

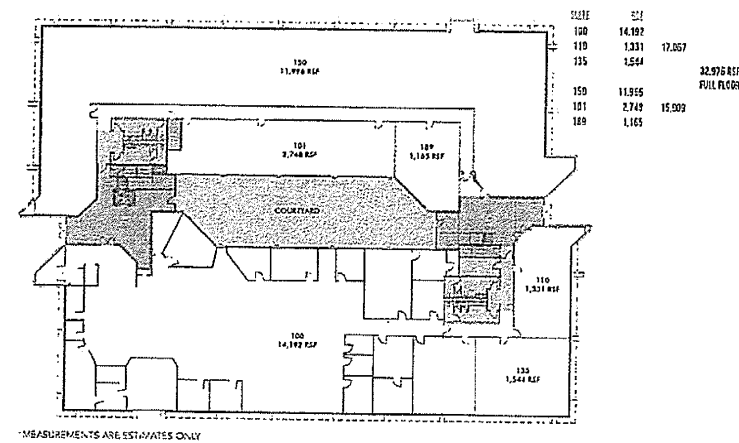
**67,622 SF OFFICE BUILDING**

**SECOND FLOOR**



**67,622 SF OFFICE BUILDING**

**FIRST FLOOR**





Better World  
Conservatory  
of the Arts & Sciences

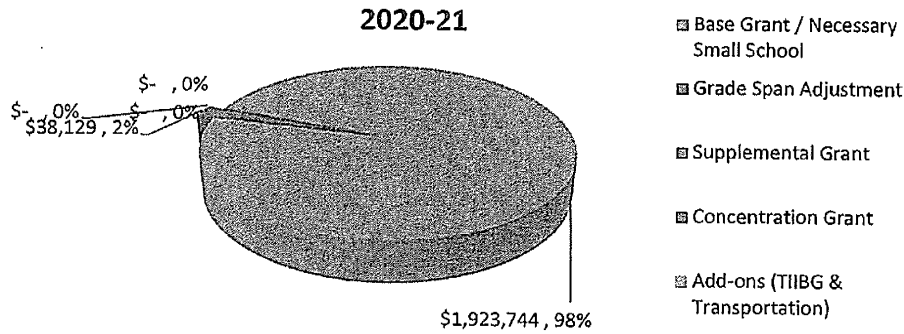
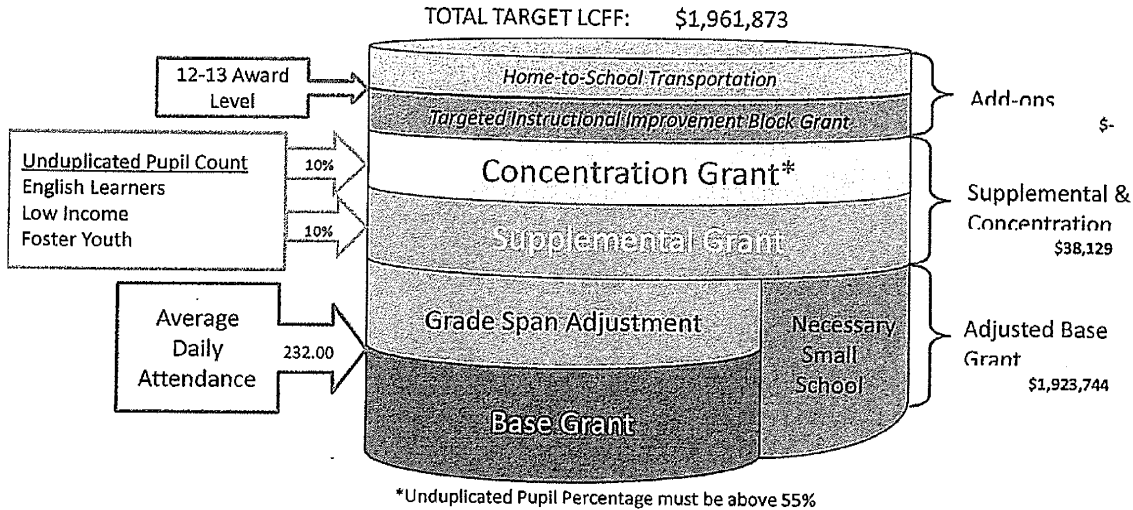
## CONCLUSION

The ultimate goal of Better World CAS is to partner with the Anaheim Union High School District and add to the options for schooling it offers families in the city. Given this, we are eager to house the program at a location both ideal for the District and the residents.

LOCAL CONTROL FUNDING FORMULA

Components of LCFF Target Entitlement

		2020-21
Base Grant / Necessary Small School	\$	1,923,744
Grade Span Adjustment	\$	-
Supplemental Grant	\$	38,129
Concentration Grant	\$	-
Add-ons (TIIBG & Transportation)	\$	-
<b>Total</b>	<b>\$</b>	<b>1,961,873</b>



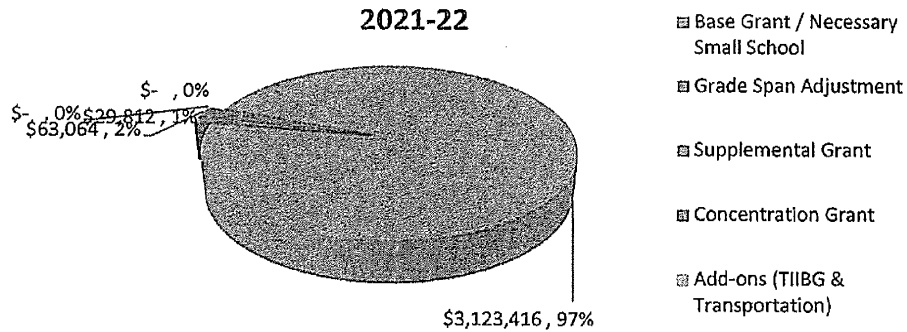
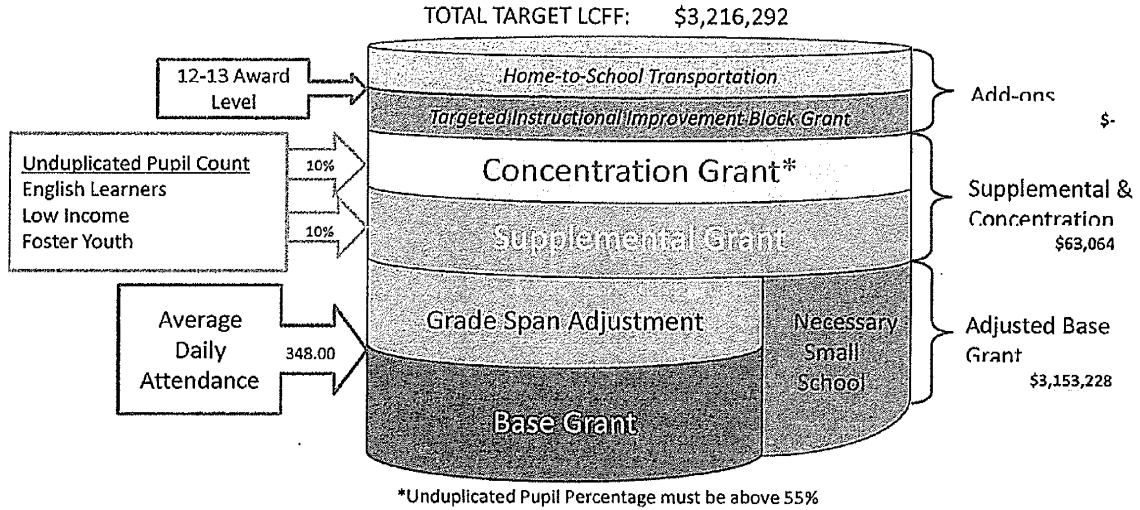
2020-21 Funding Components

Component		Target
Base + Grade Span Adj.	\$	1,923,744
Supplemental & Concentration	\$	38,129
Revenue Limit / Necessary Small School		
Categoricals		
TIIG + Transp.	\$	-
PY Gap		
Target		

LOCAL CONTROL FUNDING FORMULA

**Components of LCFF Target Entitlement**

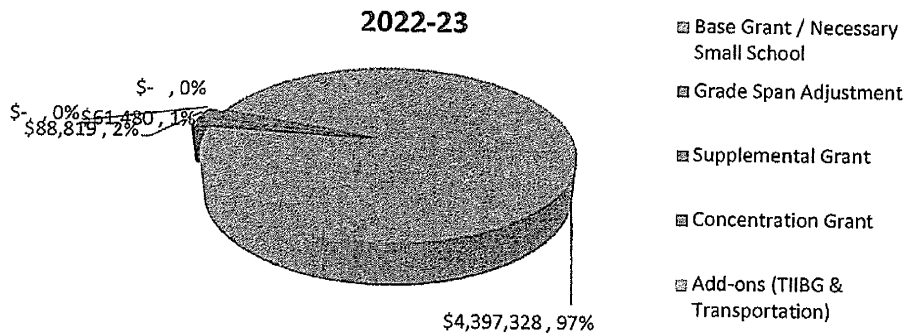
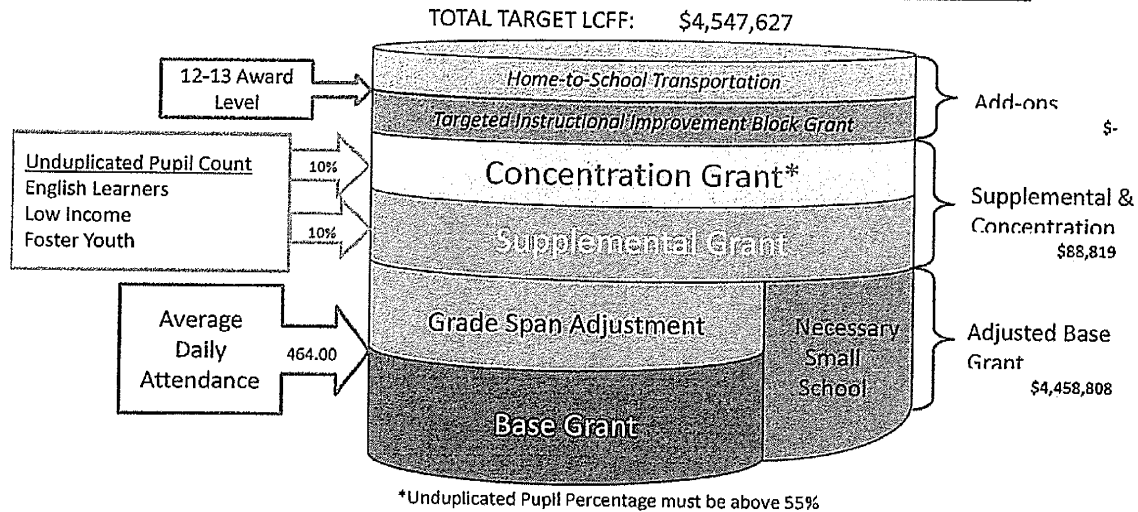
		2021-22
Base Grant / Necessary Small School	\$	3,123,416
Grade Span Adjustment	\$	29,812
Supplemental Grant	\$	63,064
Concentration Grant	\$	-
Add-ons (TIIBG & Transportation)	\$	-
<b>Total</b>	<b>\$</b>	<b>3,216,292</b>



Component		Target
Base + Grade Span Adj.	\$	3,153,228
Supplemental & Concentration	\$	63,064
Revenue Limit / Necessary Small School		
Categoricals		
TIIG + Transp.	\$	-
PY Gap		
Target		

### Components of LCFF Target Entitlement

	2022-23
Base Grant / Necessary Small School	\$ 4,397,328
Grade Span Adjustment	\$ 61,480
Supplemental Grant	\$ 88,819
Concentration Grant	\$ -
Add-ons (TIIBG & Transportation)	\$ -
<b>Total</b>	<b>\$ 4,547,627</b>

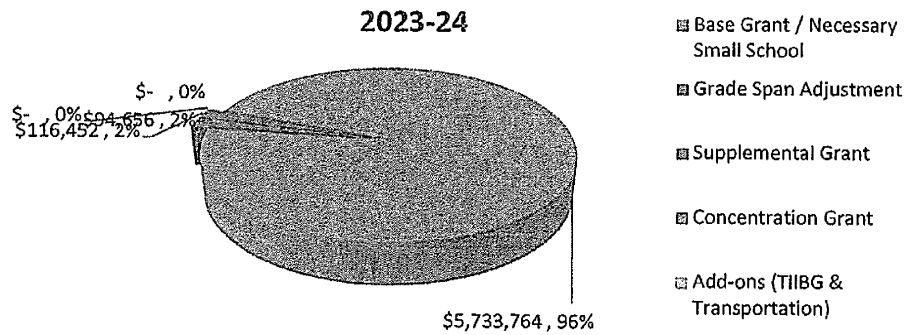
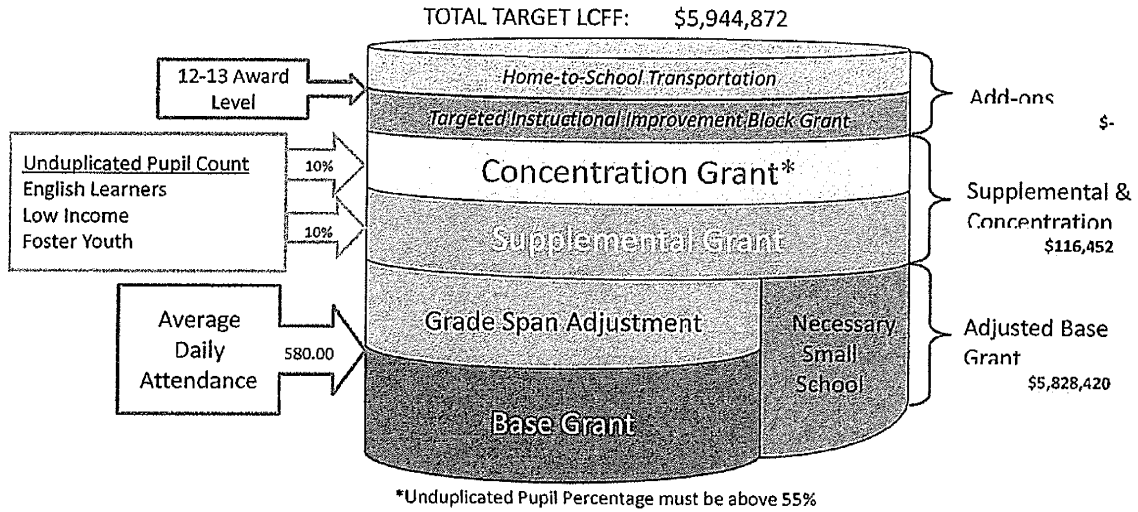


**2022-23 Funding Components**

Component	Target
Base + Grade Span Adj.	\$ 4,458,808
Supplemental & Concentration	\$ 88,819
Revenue Limit / Necessary Small School	-
Categoricals	-
TIIG + Transp.	\$ -
PY Gap	-
Target	-

### Components of LCFF Target Entitlement

		2023-24
Base Grant / Necessary Small School	\$	5,733,764
Grade Span Adjustment	\$	94,656
Supplemental Grant	\$	116,452
Concentration Grant	\$	-
Add-ons (TIIBG & Transportation)	\$	-
<b>Total</b>	<b>\$</b>	<b>5,944,872</b>



**2023-24 Funding Components**

Component		Target
Base + Grade Span Adj.	\$	5,828,420
Supplemental & Concentration	\$	116,452
Revenue Limit / Necessary Small School		
Categoricals		
TIIG + Transp.	\$	-
PY Gap		
Target		

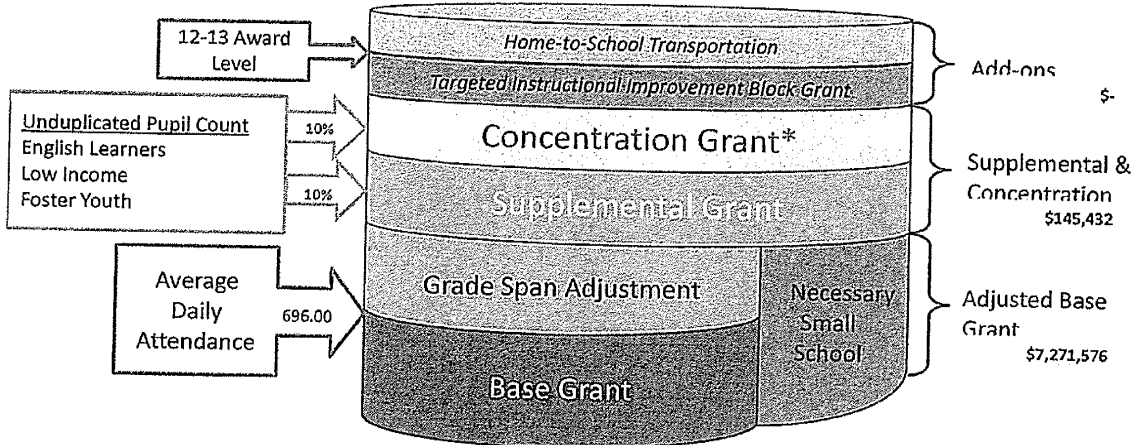


LOCAL CONTROL FUNDING FORMULA

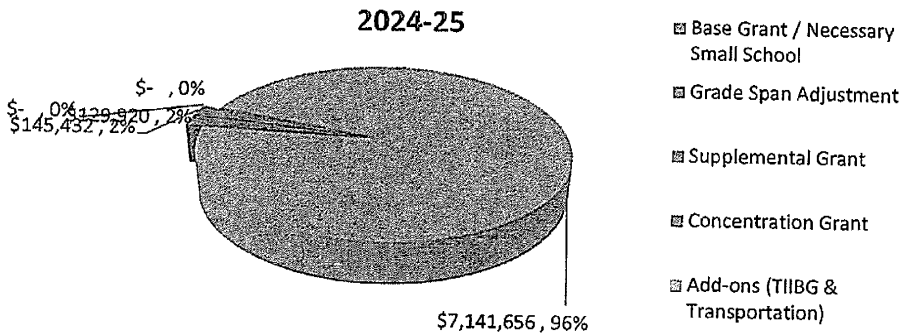
Components of LCFF Target Entitlement

Base Grant / Necessary Small School	\$	2024-25
Grade Span Adjustment	\$	7,141,656
Supplemental Grant	\$	129,920
Concentration Grant	\$	145,432
Add-ons (TIIBG & Transportation)	\$	-
<b>Total</b>	<b>\$</b>	<b>7,417,008</b>

TOTAL TARGET LCFF: \$7,417,008



\*Unduplicated Pupil Percentage must be above 55%



2024-25 Funding Components

Component		Target
Base + Grade Span Adj.	\$	7,271,576
Supplemental & Concentration	\$	145,432
Revenue Limit / Necessary Small School		
Categoricals		
TIIG + Transp.	\$	
PY Gap		
Target		

LCFF Calculator Universal Assumptions  
 Better World Conservatory of the Arts and Sciences - Better World Conservatory of the Arts & Sciences

LEA: **New LEA**  
 Charter

5 digit District code or 7 digit School code (from the CDS code)  
 No Did the CDS code exist in 2012-13? (for calculation of EPA only)  
 2020-21 First LCFF certification year (clears prior years on the Calculator tab)

Projection Title: **Better World Conservatory of the Arts & Sciences**

Projection Date: **07/01/20**

2018-19 2019-20 2020-21 2021-22 2022-23 2023-24 2024-25

**Statutory COLA & Augmentation**  
 (prefilled as calculated by the Department of Finance, DOF)  
 Statutory COLA  
 Augmentation

**LCFF Gap Closed Percentage**  
 (prefilled as calculated by the Department of Finance, DOF)  
 Statewide 90th percentile rate  
 (used in Economic Recovery Target, ERT, calculation only)

**EPA Entitlement as % of statewide adjusted Revenue Limit (Annual)**  
**EPA Entitlement as % of statewide adjusted Revenue Limit (P-2)**

Historical Difference in EPA Rates between Annual & P-2  
 Local EPA Accrual

3.70%	3.26%	3.00%	2.80%	3.00%	2.80%	2.80%	2.80%
2.71%	3.26%	3.00%	2.80%	3.00%	2.80%	2.80%	2.80%
0.99%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
28.56%	28.56%	28.56%	28.56%	28.56%	28.56%	28.56%	28.56%
28.56%	28.56%	28.56%	28.56%	28.56%	28.56%	28.56%	28.41%
23.5000%	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$	0 \$

**PER ADA FUNDING LEVELS (calculated at TARGET)**

**Base, Supplemental and Concentration Rate per ADA**

Grades TK-3	\$ 8,235	\$ 8,503	\$ 8,932	\$ 9,183	\$ 9,459	\$ 9,723	\$ 9,996
Grades 4-6	\$ 7,571	\$ 7,818	\$ 8,213	\$ 8,444	\$ 8,696	\$ 8,940	\$ 9,190
Grades 7-8	\$ 7,796	\$ 8,050	\$ 8,456	\$ 8,694	\$ 8,955	\$ 9,206	\$ 9,465
Grades 9-12	\$ 9,269	\$ 9,572	\$ 10,054	\$ 10,338	\$ 10,647	\$ 10,945	\$ 11,253

**Base Grants**

Grades TK-3	\$ 7,459	\$ 7,702	\$ 7,933	\$ 8,155	\$ 8,400	\$ 8,635	\$ 8,877
Grades 4-6	\$ 7,571	\$ 7,818	\$ 8,053	\$ 8,278	\$ 8,526	\$ 8,765	\$ 9,010
Grades 7-8	\$ 7,796	\$ 8,050	\$ 8,292	\$ 8,524	\$ 8,780	\$ 9,026	\$ 9,279
Grades 9-12	\$ 9,034	\$ 9,329	\$ 9,609	\$ 9,878	\$ 10,174	\$ 10,459	\$ 10,752

**Grade Span Adjustment**

Grades TK-3	\$ 776	\$ 801	\$ 825	\$ 846	\$ 874	\$ 898	\$ 923
Grades 9-12	\$ 235	\$ 243	\$ 250	\$ 257	\$ 265	\$ 272	\$ 280

LCFF Calculator Universal Assumptions  
 Better World Conservatory of the Arts and Sciences - Better World Conservatory of the Arts & Sciences

LEA: **New LEA**  
 Charter

5 digit District code or 7 digit School code (from the CDS code)

No Did the CDS code exist in 2012-13? (for calculation of EPA only)

2020-21 First LCFF certification year (clears prior years on the Calculator tab)

Projection Title:

Better World Conservatory of the Arts & Sciences

Projection Date: 07/01/20

2018-19 2019-20 2020-21 2021-22 2022-23 2023-24 2024-25

Necessary Small School Selection (if applicable)

NSS #1	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #2	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #3	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #4	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #5	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF	LCFF

LCFF Calculator Universal Assumptions  
 Better World Conservatory of the Arts and Sciences - Better World Conservatory of the Arts & Sciences

LEA: **New LEA**  
 Charter

5 digit District code or 7 digit School code (from the CDS code)  
 No Did the CDS code exist in 2012-13? (for calculation of EPA only)  
 2020-21 First LCFF certification year (clears prior years on the Calculator tab)

Projection Title: **Better World Conservatory of the Arts & Sciences**

Projection Date: **07/01/20**

	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
<b>Supplemental Grant</b>							
<b>Maximum - 1.00 ADA, 100% UPP</b>	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Grades TK-3	\$ 1,647	\$ 1,701	\$ 1,752	\$ 1,801	\$ 1,855	\$ 1,907	\$ 1,960
Grades 4-6	\$ 1,514	\$ 1,564	\$ 1,611	\$ 1,656	\$ 1,705	\$ 1,753	\$ 1,802
Grades 7-8	\$ 1,559	\$ 1,610	\$ 1,658	\$ 1,705	\$ 1,756	\$ 1,805	\$ 1,856
Grades 9-12	\$ 1,854	\$ 1,914	\$ 1,972	\$ 2,027	\$ 2,088	\$ 2,146	\$ 2,206
<b>Actual - 1.00 ADA, Local UPP as follows:</b>	0.00%	0.00%	9.91%	10.00%	9.96%	9.99%	10.00%
Grades TK-3	\$ -	\$ -	\$ 174	\$ 180	\$ 185	\$ 190	\$ 196
Grades 4-6	\$ -	\$ -	\$ 160	\$ 166	\$ 170	\$ 175	\$ 180
Grades 7-8	\$ -	\$ -	\$ 164	\$ 170	\$ 175	\$ 180	\$ 186
Grades 9-12	\$ -	\$ -	\$ 195	\$ 203	\$ 208	\$ 214	\$ 221
<b>Concentration Grant (&gt;55% population)</b>	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%
<b>Maximum - 1.00 ADA, 100% UPP</b>							
Grades TK-3	\$ 4,118	\$ 4,252	\$ 4,379	\$ 4,502	\$ 4,637	\$ 4,767	\$ 4,900
Grades 4-6	\$ 3,786	\$ 3,909	\$ 4,027	\$ 4,139	\$ 4,263	\$ 4,383	\$ 4,505
Grades 7-8	\$ 3,898	\$ 4,025	\$ 4,146	\$ 4,262	\$ 4,390	\$ 4,513	\$ 4,640
Grades 9-12	\$ 4,635	\$ 4,786	\$ 4,930	\$ 5,068	\$ 5,220	\$ 5,366	\$ 5,516
<b>Actual - 1.00 ADA, Local UPP &gt;55% as follows:</b>	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%
Grades TK-3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grades 4-6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grades 7-8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grades 9-12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Better World Conservatory of the Arts  
 Betterworldcharter@gmail.com

LCFF Calculator Universal Assumptions  
 Better World Conservatory of the Arts and Sciences - Better World Conservatory of the Arts & Sciences

LEA: New LEA  
 Charter

5 digit District code or 7 digit School code (from the CDS code)

No Did the CDS code exist in 2012-13? (for calculation of EPA only)

2020-21 First LCFF certification year (clears prior years on the Calculator tab)

Projection Title:

Better World Conservatory of the Arts & Sciences

Projection Date: 07/01/20

2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
(562) 315-3784						

**CALCULATE THE FLOOR RATE FOR A NEWLY OPERATIONAL CHARTER SCHOOL**

Better World Conservatory of the Arts & Sciences

7/1/20

*For newly operational charter schools, enter charter school name and select first year operation*

Better World Conservatory of the Arts and Sciences  
2020-21

Charter Name  
Year that charter starts operation (select from drop down list)

IMPORTANT! Leave as "Select Year" if not  
developing a new Charter School calculation.

**SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

Better World Conservatory of the Arts and Sci

7/1/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
COLA & Augmentation	3.25%	3.00%	2.80%	3.00%	2.80%	2.80%
GAP Funding rate	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Estimated Property Taxes (with RDA)	12,750,488	12,750,488	54,949	54,949	54,949	54,949
Less In-Lieu transfer	-	(3,847,488)	(36,630)	(36,630)	(36,632)	(36,638)
Total Local Revenue	12,750,488	8,903,000	18,319	18,321	18,317	18,311
Statewide 90th percentile rate	---	---	---	---	---	---

**OTHER LCFF TRANSITION INFORMATION**

Enter class size penalties, longer day/longer year penalties and other special adjustments per the School

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Floor Adjustments						
Miscellaneous Adjustments						
Minimum State Aid Adjustments						
Funded Based on Target Formula	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE

**UNDUPLICATED PUPIL PERCENTAGE**

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
District Enrollment	30,292	30,292	30,292	30,292	30,292	30,292
COE Enrollment	478,823	478,823	478,823	478,823	478,823	478,823
Total Enrollment	509,115	509,115	509,115	509,115	509,115	509,115
District Unduplicated Pupil Count		167,000	251	334	418	502
COE Unduplicated Pupil Count						
Total Unduplicated Pupil Count		2	251	334	418	502
3-yr rolling percentage	0.00%	0.00%	0.05%	0.07%	0.08%	0.10%
Single Year Unduplicated Pupil Percentage	0.00%	0.00%	0.02%	0.04%	0.07%	0.08%
Unduplicated Pupil Percentage (%)						

**SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF**

Better World Conservatory of the Arts and Sci

7/1/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
<b>AVERAGE DAILY ATTENDANCE (ADA)</b>						
Enter ADA. Calculator will use greater of total current or prior year ADA.						
Enter ADA by grade span.						
<b>ADA</b>						
<b>CURRENT YEAR ADA:</b>						
USE:	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3						
Grades 4-6						
Grades 7-8						
Grades 9-12						
<b>ADA</b>						
USE:	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

B-1						
B-2						
B-3						
B-4						
<b>ADA</b>						
USE:	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

E-1						
E-2						
E-3						
E-4						
<b>ADA</b>						
USE:	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

6 & E-11						
7 & E-12						
8 & E-13						
9 & E-14						
<b>ADA</b>						
USE:	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

A-6						
A-7						
A-8						
A-9						
<b>ADA</b>						
USE:	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

A-10						
A-11						
A-12						
A-13						
A-14						
<b>ADA</b>						
USE:	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25

District: Basic Aid ADA otherwise excluded from LCFF Calculator (for EPA funding)						
<b>DISTRICT TOTAL</b>						
County operated (Community School, Special Ed):						
Grades TK-3						
Grades 4-6						
Grades 7-8						
Grades 9-12						
<b>COUNTY TOTAL</b>						

District: Basic Aid ADA otherwise excluded from LCFF Calculator (for EPA funding)						
<b>DISTRICT TOTAL</b>						
County operated (Community School, Special Ed):						
Grades TK-3						
Grades 4-6						
Grades 7-8						
Grades 9-12						
<b>COUNTY TOTAL</b>						

District: Basic Aid ADA otherwise excluded from LCFF Calculator (for EPA funding)						
<b>DISTRICT TOTAL</b>						
County operated (Community School, Special Ed):						
Grades TK-3						
Grades 4-6						
Grades 7-8						
Grades 9-12						
<b>COUNTY TOTAL</b>						

District: Basic Aid ADA otherwise excluded from LCFF Calculator (for EPA funding)						
<b>DISTRICT TOTAL</b>						
County operated (Community School, Special Ed):						
Grades TK-3						
Grades 4-6						
Grades 7-8						
Grades 9-12						
<b>COUNTY TOTAL</b>						

District: Basic Aid ADA otherwise excluded from LCFF Calculator (for EPA funding)						
<b>DISTRICT TOTAL</b>						
County operated (Community School, Special Ed):						
Grades TK-3						
Grades 4-6						
Grades 7-8						
Grades 9-12						
<b>COUNTY TOTAL</b>						

**RATIO: District ADA to Enrollment**  
**RATIO: County ADA to Enrollment**

**PRIOR YEAR GUARANTEE ADJUSTMENT FOR CHARTERS!**  
 ADA transfer: Student from District to Charter (cross fiscal year)

ADA transfer: Student from Charter to District (cross fiscal year)

Difference (if diff. < 0, no adj. to PY ADA)



SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

Better World Conservatory of the Arts and Sci

7/1/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
<b>LCFF ADA</b>						
ADA Guarantee - Prior Year						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	(232.00)	-	-	-	-
Grades 9-12	-	-	(116.00)	(116.00)	(116.00)	(116.00)
LCFF Subtotal	-	(232.00)	(116.00)	(116.00)	(116.00)	(116.00)
NSS	-	-	-	-	-	-
Combined Subtotal	-	(232.00)	(116.00)	(116.00)	(116.00)	(116.00)
ADA Guarantee - Current Year						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	232.00	232.00	232.00	232.00	232.00
Grades 9-12	-	-	116.00	232.00	348.00	464.00
LCFF Subtotal	-	232.00	348.00	464.00	580.00	696.00
NSS	-	-	-	-	-	-
Combined Subtotal	-	232.00	348.00	464.00	580.00	696.00
Change in LCFF ADA (excludes NSS ADA)	No Change	464.00 Increase	464.00 Increase	580.00 Increase	696.00 Increase	812.00 Increase
Funded LCFF ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	232.00	232.00	232.00	232.00	232.00
Grades 9-12	-	-	116.00	232.00	348.00	464.00
Subtotal	-	232.00	348.00	464.00	580.00	696.00
Funded NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-
NPS, CDS, & COE Operated						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-
Combined Total						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-

SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

Better World Conservatory of the Arts and Sci

7/1/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Grades 7-8	-	232.00	232.00	232.00	232.00	232.00
Grades 9-12	-	-	116.00	232.00	348.00	464.00
Total	-	232.00	348.00	464.00	580.00	696.00

Charter School Data Elements required to calculate the LCFF  
 Better World Conservatory of the Arts and Sciences - Better World Conservatory of the

7/1/20

	2020-21	2021-22	2022-23	2023-24	2024-25
COLA & Augmentation	3.00%	2.80%	3.00%	2.80%	2.80%
GAP Funding rate	100.00%	100.00%	100.00%	100.00%	100.00%
In-Lieu of Property Tax	12,748,168	19,122,252	25,496,336	31,870,420	38,244,504
Statewide 90th percentile rate					

UNDUPLICATED PUPIL PERCENTAGE

Charter School:	2020-21	2021-22	2022-23	2023-24	2024-25
Enrollment	232	348	464	580	696
Unduplicated Pupil Count	23	35	46	58	70

	2020-21	2021-22	2022-23	2023-24	2024-25
Single Year Unduplicated Pupil Percentage	9.91%	10.06%	9.91%	10.00%	10.06%
Unduplicated Pupil Percentage (%)	9.91%	10.00%	9.96%	9.99%	10.00%

Concentration Grant Funding Limitation: District of Physical Location

Enter the unduplicated pupil percentage for the district that the charter school is physically located in. If the charter school is located in more than one district, enter the information for the district that yields the highest unduplicated pupil percentage. Beginning in 2014-15, include the authorizing agency automatically in the list of physical locations.

	2020-21	2021-22	2022-23	2023-24	2024-25
Unduplicated Pupil Percentage (%)	75.00%	75.00%	75.00%	75.00%	72.15%
Unduplicated Pupil Percentage: Supplemental Grant	9.91%	10.00%	9.96%	9.99%	10.00%
Unduplicated Pupil Percentage: Concentration Grant	9.91%	10.00%	9.96%	9.99%	10.00%

AVERAGE DAILY ATTENDANCE (ADA)

Enter P2 Data - Note: Charter School ADA is always funded on Current Year

	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3					
Grades 4-6					
Grades 7-8					
Grades 9-12	232.00	232.00	232.00	232.00	232.00
SUBTOTAL ADA	232.00	116.00	232.00	348.00	464.00
RATIO: ADA to Enrollment	1.00	1.00	1.00	1.00	1.00

OTHER LCFF TRANSITION INFORMATION

Miscellaneous Adjustments					
Minimum State Aid Adjustments					
Funded Based on Target Formula	TRUE	TRUE	TRUE	TRUE	TRUE

Better World Conservatory of the Arts and Sciences - Better World Conserva 7/1/20

NECESSARY SMALL SCHOOLS (NSS)

Necessary Small Schools ADA

1 NSS #1

	2020-21 P2 ADA	2021-22 P2 ADA	2022-23 P2 ADA	2023-24 P2 ADA	2024-25 P2 ADA
Grades TK-3 A-1	-	-	-	-	-
Grades 4-6 A-2	-	-	-	-	-
Grades 7-8 A-3	232.00	232.00	232.00	232.00	232.00
Grades 9-12 B-1	-	116.00	232.00	348.00	464.00
<b>TOTAL</b>	<b>232.00</b>	<b>348.00</b>	<b>464.00</b>	<b>580.00</b>	<b>696.00</b>
Number of FTE	12.0	19.0	24.0	29.0	36.0
A-5 & B-2	Eligible	Eligible	Eligible	Eligible	Eligible
Is this school eligible for NSS funding?	Elementary	High School	High School	High School	High School
Type of school	LCFF	LCFF	LCFF	LCFF	LCFF
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF
Select funding method:	Prior Year	Current Year	Prior Year	Current Year	Prior Year
NSS allowance level	-	-	-	-	-
NSS Allowance	-	-	-	-	-
NSS Add-on	-	-	-	-	-
Total NSS Allowance	-	-	-	-	-

2 NSS #2

	2020-21 P2 ADA	2021-22 P2 ADA	2022-23 P2 ADA	2023-24 P2 ADA	2024-25 P2 ADA
Grades TK-3 A-1	-	-	-	-	-
Grades 4-6 A-2	-	-	-	-	-
Grades 7-8 A-3	232.00	232.00	232.00	232.00	232.00
Grades 9-12 B-1	-	116.00	232.00	348.00	464.00
<b>TOTAL</b>	<b>232.00</b>	<b>348.00</b>	<b>464.00</b>	<b>580.00</b>	<b>696.00</b>
Number of FTE	12.0	19.0	24.0	29.0	36.0
A-5 & B-2	Eligible	Eligible	Eligible	Eligible	Eligible
Is this school eligible for NSS funding?	Elementary	High School	High School	High School	High School
Type of school	LCFF	LCFF	LCFF	LCFF	LCFF
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF
Select funding method:	Prior Year	Current Year	Prior Year	Current Year	Prior Year
NSS allowance level	-	-	-	-	-
NSS Allowance	-	-	-	-	-
NSS Add-on	-	-	-	-	-
Total NSS Allowance	-	-	-	-	-

NECESSARY SMALL SCHOOLS (NSS)

3 NSS #3

	2020-21 P2 ADA	2021-22 P2 ADA	2022-23 P2 ADA	2023-24 P2 ADA	2024-25 P2 ADA
Grades TK-3 A-1	-	-	-	-	-
Grades 4-5 A-2	-	-	-	-	-
Grades 7-8 A-3	232.00	232.00	232.00	232.00	232.00
Grades 9-12 B-1	-	116.00	232.00	348.00	464.00
<b>TOTAL</b>	<b>232.00</b>	<b>348.00</b>	<b>464.00</b>	<b>580.00</b>	<b>696.00</b>
Number of FTE	12.0	19.0	24.0	29.0	36.0
A-5 & B-2	Elementary	High School	High School	High School	High School
<i>Is this school eligible for NSS funding?</i>	Eligible	Eligible	Eligible	Eligible	Eligible
Type of school	LCFF	LCFF	LCFF	LCFF	LCFF
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF
Select funding method:	Prior Year	Current Year	Prior Year	Current Year	Prior Year
NSS allowance level	-	-	-	-	-
NSS Allowance	-	-	-	-	-
NSS Add-on	-	-	-	-	-
Total NSS Allowance	-	-	-	-	-

4 NSS #4

	2020-21 P2 ADA	2021-22 P2 ADA	2022-23 P2 ADA	2023-24 P2 ADA	2024-25 P2 ADA
Grades TK-3 A-1	-	-	-	-	-
Grades 4-6 A-2	-	-	-	-	-
Grades 7-8 A-3	232.00	232.00	232.00	232.00	232.00
Grades 9-12 B-1	-	116.00	232.00	348.00	464.00
<b>TOTAL</b>	<b>232.00</b>	<b>348.00</b>	<b>464.00</b>	<b>580.00</b>	<b>696.00</b>
Number of FTE	12.0	19.0	24.0	29.0	36.0
A-5 & B-2	Elementary	High School	High School	High School	High School
<i>Is this school eligible for NSS funding?</i>	Eligible	Eligible	Eligible	Eligible	Eligible
Type of school	LCFF	LCFF	LCFF	LCFF	LCFF
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF
Select funding method:	Prior Year	Current Year	Prior Year	Current Year	Prior Year
NSS allowance level	-	-	-	-	-
NSS Allowance	-	-	-	-	-
NSS Add-on	-	-	-	-	-
Total NSS Allowance	-	-	-	-	-

Better World Conservatory of the Arts and Sciences - Better World Conserva 7/1/20

NECESSARY SMALL SCHOOLS (NSS)

5 NSS #5

	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3 A-1	-	-	-	-	-
Grades 4-6 A-2	-	-	-	-	-
Grades 7-8 A-3	232.00	232.00	232.00	232.00	232.00
Grades 9-12 B-1	-	116.00	232.00	348.00	464.00
<b>TOTAL</b>	<b>232.00</b>	<b>348.00</b>	<b>464.00</b>	<b>580.00</b>	<b>696.00</b>
Number of FTE	12.0	19.0	24.0	29.0	36.0
A-5 & B-2	Elementary	High School	High School	High School	High School
Is this school eligible for NSS funding?	Eligible	Eligible	Eligible	Eligible	Eligible
Type of school	Elementary	High School	High School	High School	High School
Best funding option calculated is:	LCFF	LCFF	LCFF	LCFF	LCFF
Select funding method:	LCFF	LCFF	LCFF	LCFF	LCFF
	Prior Year	Current Year	Prior Year	Current Year	Prior Year
NSS allowance level	-	-	-	-	-
NSS Allowance	-	-	-	-	-
NSS Add-on	-	-	-	-	-
<b>Total NSS Allowance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Funded P2 NSS ADA and NSS Allowances

	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	-	-	-	-	-
Grades 9-12	-	-	-	-	-
P2 NSS ADA	-	-	-	-	-
<b>Total NSS Allowances</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	Prior Year	Current Year	Prior Year	Current Year	Prior Year
Funding based on	2020-21	2021-22	2022-23	2023-24	2024-25
TOTAL Funded ADA	Funded NSS	Funded NSS	Funded NSS	Funded NSS	Funded NSS
TARGET Total NSS Allowance	Current year	Current year	Current year	Current year	Current year

**NECESSARY SMALL SCHOOLS (NSS)**

Exclude: LCFF Adjusted Base Funding for NSS ADA

20(1)(A)  
20(1)(2)

	Rate	2020-21	Rate	2021-22	Rate	2022-23	Rate	2023-24	Rate	2024-25
<b>NSS ADA:</b>										
Grades TK-3	-	-	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-
<b>Base Funding:</b>										
Grades TK-3	7,933	-	8,155	-	8,400	-	8,635	-	8,877	-
Grades 4-6	8,053	-	8,278	-	8,526	-	8,765	-	9,010	-
Grades 7-8	8,292	-	8,524	-	8,780	-	9,026	-	9,279	-
Grades 9-12	9,609	-	9,878	-	10,174	-	10,459	-	10,752	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-
<b>Grade Span Funding:</b>										
Grades TK-3	825	-	848	-	874	-	898	-	923	-
Grades 4-5	-	-	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-	-	-
Grades 9-12	250	-	257	-	265	-	272	-	280	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-
<b>Total Exclusion: LCFF Adjusted Base Funding for NSS ADA</b>										
Grades TK-3	-	-	-	-	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-	-	-	-	-
<b>Total</b>	-	-	-	-	-	-	-	-	-	-

Better World Conservatory of the Arts and Sciences - Better World Conserva 7/1/20

NECESSARY SMALL SCHOOLS (NSS)

	2020-21	2021-22	2022-23	2023-24	2024-25
Total NSS Allowance in LCFF Floor	-	-	-	-	-
Allowances at 12-13 levels before deficit	-	-	-	-	-
NSS #1	-	-	-	-	-
NSS #2	-	-	-	-	-
NSS #3	-	-	-	-	-
NSS #4	-	-	-	-	-
NSS #5	-	-	-	-	-
Floor NSS Allowances	-	-	-	-	-
12-13 NSS Add-on per ADA	-	-	-	-	-
12-13 NSS Add-on per ADA (deficit)	-	-	-	-	-
Add-on Allowance (deficit)	-	-	-	-	-
Funded ADA	-	-	-	-	-
NSS #1	-	-	-	-	-
NSS #2	-	-	-	-	-
NSS #3	-	-	-	-	-
NSS #4	-	-	-	-	-
NSS #5	-	-	-	-	-
Floor NSS Add-on total	-	-	-	-	-
TOTAL FLOOR NSS BAND ALLOWANCE	-	-	-	-	-



Better World Conservatory of the Arts and Sciences - Better World Conservatory of the Arts & Sciences

IN-LIEU PROPERTY TAX TRANSFER

7/1/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Local Property Taxes	\$ 12,750,488	\$ 12,750,488	\$ 54,949	\$ 54,949	\$ 54,949	\$ 54,949
Less: RDA Incl. in Prop. Taxes						
Local Property Taxes less RDA	\$12,750,488	\$ 12,750,488	\$ 54,949	\$ 54,949	\$ 54,949	\$ 54,949
District LGFF ADA						
Total Charter LGFF ADA						
Total LGFF ADA						
Property Taxes per ADA						
Funding Method:						
Property Taxes per ADA						
LGFF Funding per ADA						
Certified In-Lieu Taxes						
Alternative Calculation Total						
In-Lieu of Property Tax Transfer						

Prior Year Basic Aid Status

1) Property Taxes per ADA	\$ 1,923,744	\$ 1,923,744	\$ 18,314	\$ 18,314	\$ 18,314	\$ 18,314
ADA						
2) LGFF Funding per ADA	\$ 232,000	\$ 232,000	\$ 348,000	\$ 484,000	\$ 580,000	\$ 696,000

3) Charter IS funded at Target in prior year

Grade Level	ADA	ADA	ADA	ADA	ADA	ADA
Grades K-3						
Grades 4-5						
Grades 7-8	232,000	232,000	232,000	232,000	232,000	232,000
Grades 9-12						
In-Lieu of Property Tax limit at Target						

3) & (3) Charter IS NOT funded at Target in prior year

Target Bas + GSA	Target	Target	Target	Target	Target	Target
Total Target Grant						
Ratio of Base to Total Target						
Floor + CY Gap						
Charter ADA (from all districts)						
Floor + CY Gap per ADA						
ADA for students residing in the District						
Floor + CY Gap for District of Residence						
In-Lieu of Property Tax limit during Transition						

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Local Property Taxes	\$ 127,500,488	\$ 127,500,488	\$ 54,949	\$ 54,949	\$ 54,949	\$ 54,949
Less: RDA Incl. in Prop. Taxes						
Local Property Taxes less RDA	\$ 127,500,488	\$ 127,500,488	\$ 54,949	\$ 54,949	\$ 54,949	\$ 54,949
District LCFF ADA	232.00	232.00	348.00	464.00	580.00	696.00
Total Charter LCFF ADA	464.00	464.00	696.00	928.00	1,160.00	1,392.00
Total LCFF ADA			1,044.00	1,292.00	1,740.00	2,088.00
Property Taxes per ADA		\$ 18,319.67	\$ 57.63	\$ 39.47	\$ 31.58	\$ 26.32
Funding Method:						
1) Property Taxes per ADA						
2) LCFF Funding per ADA			\$ 36,630	\$ 36,628	\$ 36,632	\$ 36,638
Certified In-Lieu Taxes		\$ 3,847,488				
Alternative Calculation Tool						
In-Lieu of Property Tax Transfer		\$ 3,847,488				
Prior Year Basic Aid Status						
1. Property Taxes per ADA	\$ 18,319.67	\$ 18,315	\$ 18,314	\$ 18,314	\$ 18,316	\$ 18,319
ADA	232.00	232.00	348.00	464.00	580.00	696.00
2. LCFF Funding per ADA						
a. Charter IS funded at Target in prior year						
Grade Level	ADA	ADA	ADA	ADA	ADA	ADA
Grades K-3						
Grades 4-6						
Grades 7-8		232.00	232.00	232.00	232.00	232.00
Grades 9-12			116.00	232.00	348.00	464.00
In-Lieu of Property Tax limit at Target		\$ 3,847,488	\$ 3,153,228	\$ 4,458,808	\$ 5,828,420	\$ 7,271,576
b. Charter IS NOT funded at Target in prior year						
Target Base + GSA						
Total Target Grant						
Ratio of Base to Total Target	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Floor + CY Gap						
Charter ADA (from all districts)						
Floor + CY Gap per ADA						
ADA for students residing in the District		232.00	348.00	464.00	580.00	696.00
Floor + CY Gap for District of Residence						
In-Lieu of Property Tax limit during Transition						

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Local Property Taxes	\$ 12,750,488	\$ 12,750,488	\$ 54,949	\$ 54,949	\$ 54,949	\$ 54,949
Less: RDA Ind. in Prop. Taxes						
Local Property Taxes less RDA	\$12,750,488	\$ 12,750,488	\$ 54,949	\$ 54,949	\$ 54,949	\$ 54,949
District LCFF ADA		232.00	348.00	464.00	580.00	696.00
Total Charter LCFF ADA		464.00	696.00	928.00	1,160.00	1,392.00
Total LCFF ADA		696.00	1,044.00	1,392.00	1,740.00	2,088.00
Property Taxes per ADA		\$ 18,319.67	\$ 52.63	\$ 39.47	\$ 31.58	\$ 26.32
Funding Method:						
Property Taxes per ADA			\$ 36,530	\$ 36,628	\$ 36,632	\$ 36,638
LCFF Funding per ADA		\$ 3,847,488				
Certified In-Lieu Taxes						
Alternative Calculation Tool						
In-Lieu of Property Tax Transfer						
Prior Year Base Aid Status						
1. Property Taxes per ADA						
ADA						
2. LCFF Funding per ADA						
a. Charter IS funded at Target in prior year						
Grade Level						
Grades K-3	ADA	ADA	ADA	ADA	ADA	ADA
Grades 4-6						
Grades 7-8						
Grades 9-12						
In-Lieu of Property Tax (limit at Target)						
b. Charter IS NOT funded at Target in prior year						
Target Base + GSA						
Total Target Grant						
Ratio of Base to Total Target	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Floor + CY Gap						
Charter ADA (from all districts)						
Floor + CY Gap per ADA						
ADA for students residing in the District						
Floor + CY Gap for District of Residence						
In-Lieu of Property Tax (limit during Transition)						

**Reform on District Yearly Payment Formula**

**LOCAL CONTROL FUNDING FORMULA**

**CALCULATE LCFF TARGET**

Unduplicated as % of Enrollment

Grades TK-3  
Grades 4-6  
Grades 7-8  
Grades 9-12  
Subtract NSS  
NSS Allowance

**TOTAL BASE**

Targeted Instructional Improvement Block Grant  
Home-to-School Transportation  
Small School District Bus Replacement Program

**LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET**  
Funded Based on Target Formula Based on prior year Fy

**ECONOMIC RECOVERY TARGET PAYMENT**

**CALCULATE LCFF FLOOR**

Current year Funded ADA times Base per ADA  
Current year Funded ADA times Other RL per ADA  
Necessary Small School Allowance at 12-13 rates

2012-13 Categorys  
Floor Adjustments  
2012-13 Categorical Program Enrollment Rate per AC  
Less Fair Share Reduction  
Non-CDE certified New Charter District FY rate \* CY AI  
Beginning in 2014-15, prior year LCFF gap funding per

**LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR**

**2012-13 Charter Gen BG Adjusted for ADA**

LOCAL CONTROL FUNDING FORMULA
CALCULATE LCFF PHASE-IN ENTITLEMENT
LOCAL CONTROL FUNDING FORMULA TARGET
LOCAL CONTROL FUNDING FORMULA FLOOR
LCFF Need (LCFF Target less LCFF Floor, if positive)
Current Year Gap Funding
ECONOMIC RECOVERY PAYMENT
Miscellaneous Adjustments
LCFF Entitlement before Minimum State Aid provision
CALCULATE STATE AID
Transition Entitlement
Local Revenue (including ADA)
Gross State Aid
CALCULATE MINIMUM STATE AID
2012-13 RL/Charter Gen BG adjusted for ADA
2012-13 NSG Allowance (deflected)
Minimum State Aid Adjustments
Less Current Year Property Taxes/In Lieu
Subtotal State Aid for Historical RL/Charter-General BG
Categorical Funding from 2012-13
Charter Categorical Block Grant adjusted for ADA
Minimum State Aid Guarantee
CHARTER SCHOOL MINIMUM STATE AID OFFSET
Local Control Funding Formula Floor plus Funded Gap
Minimum State Aid plus Property Taxes, including ADA Offset
Minimum State Aid Prior to Offset
Total Minimum State Aid with Offset
TOTAL STATE AID
Additional State Aid (Additional ISA)
(before COE transfer, Choice & Charter Supplemental)
CHANGE OVER PRIOR YEAR
LCFF Entitlement PER ADA
PER ADA CHANGE OVER PRIOR YEAR
BASIC AID STATUS (school districts only)
LCFF SOURCES INCLUDING EXCESS TAXES
State Aid
Property Taxes net of In-Lieu
Charter In-Lieu Taxes
LCFF pre COE, Choice, Supp

BAIRD COUNTY BOARD OF SUPERVISORS - Board on Education		2020-21		2021-22		2022-23	
		2020-21		2021-22		2022-23	
LOCAL CONTROL FUNDING FORMULA	2020-21	2021-22	2020-21	2021-22	2022-23	2020-21	2021-22
CALCULATE LCFF TARGET	COLA & Augmentation	COLA & Augmentation	COLA & Augmentation	COLA & Augmentation	COLA & Augmentation	3 yr average	3 yr average
Unduplicated as % of Enrollment	9.91%	9.91%	10.00%	10.00%	9.96%	Base	Base
Grades TK-3	Supp	Supp	Supp	Supp	Supp	Gr-Span	Gr-Span
Grades 4-6	Gr-Span	Gr-Span	Gr-Span	Gr-Span	Gr-Span	ADA	ADA
Grades 7-8	3 yr average	3 yr average	3 yr average	3 yr average	3 yr average	Concen	Concen
Grades 9-12	Base	Base	Base	Base	Base	TARGET	TARGET
Subtract NSS	ADA	ADA	ADA	ADA	ADA	TARGET	TARGET
NSS Allowance	-	-	-	-	-	TOTAL BASE	TOTAL BASE
TOTAL BASE	1,923,744	1,961,873	2,123,416	2,116,292	2,116,292	4,357,328	4,547,627
Targeted Instructional Improvement Block Grant	-	-	-	-	-	-	-
Home-to-School Transportation	-	-	-	-	-	-	-
Small School District Bus Replacement Program	-	-	-	-	-	-	-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET	1,961,873	1,961,873	3,216,292	3,216,292	3,216,292	-	-
Funded Based on Target Formula (as of prior year P2 certification)	-	-	-	-	-	-	-
ECONOMIC RECOVERY TARGET PAYMENT	-	-	-	-	-	-	-
CALCULATE LCFF FLOOR	100%	100%	100%	100%	100%	100%	100%
Current Year Funded ADA times Base per ADA	12-13 Rate	20-21 ADA	12-13 Rate	21-22 ADA	12-13 Rate	12-13 Rate	22-23 ADA
Current Year Funded ADA times Other RL per ADA	-	-	-	-	-	-	-
Necessary Small School Allowance at 12-13 rates	-	-	-	-	-	-	-
2012-13 Categoricals	-	-	-	-	-	-	-
Floor Adjustments	-	-	-	-	-	-	-
2012-13 Categorical Program: Entitlement Rate per ADA * cy ADA	-	-	-	-	-	-	-
Less Fair Share Reduction	-	-	-	-	-	-	-
Non-CDE certified New Charter District PY rate * Cy ADA	-	-	-	-	-	-	-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA	-	-	-	-	-	-	-
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR	-	232.00	-	348.00	-	454.00	464.00

	2020-21	2021-22	2022-23
<b>LOCAL CONTROL FUNDING FORMULA</b>			
CALCULATE LCF PHASE-IN ENTITLEMENT			
LOCAL CONTROL FUNDING FORMULA TARGET	2020-21	2021-22	2022-23
LOCAL CONTROL FUNDING FORMULA FLOOR	1,961,873	3,216,292	4,547,627
LCFF Need (LCFF Target less LCFF Floor, if positive)	-	-	-
Current Year Gap Funding	100.00%	100.00%	100.00%
ECONOMIC RECOVERY PAYMENT	-	-	-
Miscellaneous Adjustments	1,961,873	3,216,292	4,547,627
LCFF Entitlement before Minimum State Aid provision	1,961,873	3,216,292	4,547,627
CALCULATE STATE AID			
Transition Entitlement	1,961,873	3,216,292	4,547,627
Local Revenue (including ROA)	(12,748,168)	(19,122,252)	(25,496,336)
Gross State Aid	-	-	-
CALCULATE MINIMUM STATE AID			
2012-13 RL/Charter-Gon BG adjusted for ADA	N/A	N/A	N/A
2012-13 NNS Allowance (deficit)	232.00	-	-
Minimum State Aid Adjustments	-	-	-
Less Current Year Property Taxes/in Lieu	(12,748,168)	-	-
Subtotal State Aid for Historical RL/Charter General BG	-	-	-
Categorical funding from 2012-13	-	-	-
Charter Categorical Block Grant adjusted for ADA	-	-	-
Minimum State Aid Guarantee	-	-	-
CHARTER SCHOOL MINIMUM STATE AID OFFSET	-	-	-
Local Control Funding Formula Floor plus Funded Gap	-	-	-
Minimum State Aid plus Property Taxes including ROA	12,748,168	19,122,252	25,496,336
Offset	(12,748,168)	(19,122,252)	(25,496,336)
Minimum State Aid Prior to Offset	-	-	-
Total Minimum State Aid with Offset	(12,748,168)	(19,122,252)	(25,496,336)
TOTAL STATE AID	-	-	-
Additional State Aid (Additional SA)	-	-	-
(before COE transfer, Choice & Charter Supplemental)	1,961,873	3,216,292	4,547,627
CHANGE OVER PRIOR YEAR	0.00%	63.94%	41.36%
LCFF Entitlement PER ADA	1,961,873	1,254,419	1,391,335
PER ADA CHANGE OVER PRIOR YEAR	8.45%	9.24%	9.03%
BASIC AID STATUS (school districts only)	8,45%	7.8%	6.0%
LCFF SOURCES INCLUDING EXCESS TAXES			
State Aid	2020-21	2021-22	2022-23
Property Taxes net of in-lieu	0.00%	0.00%	0.00%
Charter in-Lieu Taxes	(3,817,488)	(8,884,681)	-
LCFF Pro COE, Choice, Supp	12,748,168	6,374,084	6,374,084
LCFF Pro COE, Choice, Supp	9,900,680	(2,510,597)	6,374,086
Increase	-	-	-
2020-21	2021-22	2022-23	
12-13 Rate	21-22 ADA	22-23 ADA	
232.00	348.00	464.00	
0.00%	0.00%	0.00%	
0.00%	50.00%	33.33%	
0.00%	-19.65%	31.33%	

	2023-24										2024-25									
	3 yr average					COJA & Augmentation					3 yr average					COJA & Augmentation				
	ADA	Base	Gr-Span	Supp	Concen	12-13 Rate	13-14 ADA	14-15 ADA	15-16 ADA	16-17 ADA	17-18 ADA	18-19 ADA	19-20 ADA	20-21 ADA	21-22 ADA	22-23 ADA	23-24 ADA	24-25 ADA	25-26 ADA	26-27 ADA
LOCAL CONTROL FUNDING FORMULA	CALCULATE LCFF TARGET																			
Unduplicated as % of Enrollment	2.800%																			
Grades TK-3	-	8,635	898	190	175	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grades 4-6	-	8,765	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grades 7-8	232.00	9,026	-	180	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Grades 9-12	348.00	10,459	272	214	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtract NSS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NSS Allowance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL BASE	580.00	57,937,764	94,656	116,452	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Targeted Instructional Improvement Block Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Home-to-School Transportation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Small School District Bus Replacement Program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Funded Based on Target Formula (based on prior year 1-2)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ECONOMIC RECOVERY TARGET PAYMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CALCULATE LCFF FLOOR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Year Funded ADA times Base per ADA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Current Year Funded ADA times Other RL per ADA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Necessary Small School Allowance at 12-13 rates	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2012-13 Categoricals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Floor Adjustments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2012-13 Categorical Program Entitlement Rate per AL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less Fair Share Reduction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-CDE certified New Charter District PY rate * CY AL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Beginning in 2014-15, prior year LCFF gap funding per	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



	2023-24	2024-25
<b>LOCAL CONTROL FUNDING FORMULA</b>		
<b>CALCULATE LCF PHASE-ENTITLEMENT</b>		
LOCAL CONTROL FUNDING FORMULA TARGET	2023-24	2024-25
LCFF Need (LCFF Target less LCFF Floor, if positive)	5,944,872	7,417,008
Current Year Gap Funding	-	-
ECONOMIC RECOVERY PAYMENT	-	-
Miscellaneous Adjustments	-	-
LCFF Entitlement before Minimum State Aid provision	5,944,872	7,417,008
<b>CALCULATE STATE AID</b>		
Transition Entitlement	5,944,872	7,417,008
Local Revenue (including RSA)	(31,870,420)	(38,244,504)
Gross State Aid	-	-
<b>CALCULATE MINIMUM STATE AID</b>		
2012-13 RL/Charter Gen BG adjusted for ADA	N/A	N/A
2012-13 NRS Allowance (deficit)	580,000	696,000
Minimum State Aid Adjustments	-	-
Less Current Year Property Taxes/In Lieu	-	-
Statutory State Aid for Historical RL/Charter General Bk	(31,870,420)	(38,244,504)
Categorical Funding from 2012-13	-	-
Charter Categorical Block Grant adjusted for ADA	-	-
Minimum State Aid Guarantee	-	-
<b>CHARTER SCHOOL MINIMUM STATE AID OFFSET</b>		
Local Control Funding Formula Floor plus Funded Gap	31,870,420	38,244,504
Minimum State Aid plus Property Taxes including (R)/Offset	(31,870,420)	(38,244,504)
Minimum State Aid Prior to Offset	-	-
Total Minimum State Aid with Offset	(31,870,420)	(38,244,504)
<b>TOTAL STATE AID</b>		
Additional State Aid (Additional SA)	-	-
(before COE transfer, Choice & Charter Supplemental)	-	-
<b>CHANGE OVER PRIOR YEAR</b>		
LCFF Entitlement PER ADA	5,944,872	7,417,008
PER ADA CHANGE OVER PRIOR YEAR	30.72%	24.76%
BASIC AID STATUS (school deficits only)	4.58%	3.97%
<b>LCFF SOURCES INCLUDING EXCESS TAXES</b>		
State Aid	Increase	Increase
Property Taxes net of In-Lieu	0.00%	0.00%
Charter In-Lieu Taxes	(4)	(6)
LCFF pre COE, Choice, Supp	25.00%	20.00%
	6,374,084	6,374,084
	6,374,080	6,374,078
	31,870,420	38,244,504
	31,870,420	38,244,504

Better World Conservatory of the Arts and Sciences

7/1/20

EDUCATION PROTECTION ACCOUNT

	2020-21	2021-22	2022-23	2023-24	2024-25
<b>EDUCATION PROTECTION ACCOUNT (EPA) MINIMUM ENTITLEMENT</b>					
A-1 Total ADA for EPA Minimum	232.00	348.00	464.00	580.00	696.00
A-2 Minimum Funding per ADA	200	200	200	200	200
A-3 EPA Minimum Funding (A-1 * A-2)	46,400	69,600	92,800	116,000	139,200
<b>EPA PROPORTIONATE SHARE CAP</b>					
Adjusted Total Revenue Limit	-	-	-	-	-
Current Year Adjusted NSS Allowance	-	-	-	-	-
B-1 Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	-	-	-	-	-
B-2 Local Revenue/In-lieu of Property Taxes	12,748,168	19,122,252	25,496,336	31,870,420	38,244,504
B-3 EPA Proportionate Share Cap (B-1 - B-2; if less than 0, B-3 = 0)	-	-	-	-	-
<b>EPA PROPORTIONATE SHARE</b>					
C-1 Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	-	-	-	-	-
C-2 Statewide EPA Proportionate Share Ratio (as of P-2 certification)	28.56249995%	28.56249995%	28.56249995%	28.56249995%	28.408666962%
C-3 EPA Proportionate Share (C-1 * C-2)	-	-	-	-	-
<b>EPA ENTITLEMENT</b>					
D-1 EPA Entitlement (if C-3 < B-3, then C-3, else greater of A-3 or B-3)	46,400	69,600	92,800	116,000	139,200
D-2 Miscellaneous Adjustments**	-	-	-	-	-
D-3 Adjusted EPA Entitlement (D-1 + D-2)	46,400	69,600	92,800	116,000	139,200
D-4 Prior Year Annual Adjustment	-	-	-	-	-
D-5 P2 Entitlement Net of PY Adjustment	46,400	69,600	92,800	116,000	139,200
C-2 Statewide EPA Proportionate Share Ratio (as of Annual certification)	28.56249995%	28.56249995%	28.56249995%	28.56249995%	28.56249995%
Adjusted EPA Allocation (used to calculate LCFE Revenue)	46,400	69,600	92,800	116,000	139,200

Better World Conservatory of the Arts and Sciences

7/1/20

EDUCATION PROTECTION ACCOUNT

	2020-21	2021-22	2022-23	2023-24	2024-25
<b>Calculation of Net State Aid before Minimum State Aid</b>					
Phase-In Entitlement	1,861,873	3,216,292	4,547,627	5,944,872	7,417,008
Less Property Taxes/In-Lieu	12,748,168	19,122,252	25,496,336	31,870,420	38,244,504
Gross State Aid	-	-	-	-	-
Less EPA Allocation	46,400	69,600	92,800	116,000	139,200
Net State Aid	-	-	-	-	-
<b>Minimum State Aid</b>					
Adjusted Total Revenue Limit	-	-	-	-	-
2012-13 Deficitd NSS Allowance	-	-	-	-	-
Less Property Taxes/In-Lieu	12,748,168	19,122,252	25,496,336	31,870,420	38,244,504
Less EPA Allocation	46,400	69,600	92,800	116,000	139,200
Revenue Limit Minimum State Aid	-	-	-	-	-
Categorical Minimum State Aid	-	-	-	-	-
Minimum State Aid Guarantee	-	-	-	-	-
Charter School Minimum State Aid Offset <i>(effective 2014-15)</i>	(12,748,168)	(19,122,252)	(25,496,336)	(31,870,420)	(38,244,504)
<b>LCFF State Aid</b>					
EPA in Excess to LCFF Funding	46,400	69,600	92,800	116,000	139,200

Better World Conservatory of the Arts and Sciences - Better World Conservatory of the Arts 7/1/20

LCAP Percentage to Increase or Improve Services:  
Summary Supplemental & Concentration Grant

	2020-21	2021-22	2022-23	2023-24	2024-25
1. LCFF Target Supplemental & Concentration Grant Funding <i>from Calculator tab</i>	38,129	63,064	88,819	116,452	145,432
2. Prior Year (estimated) Expenditures for Unduplicated Pupils above what was spent on services for all pupils					
3. Difference (1) less (2)					
4. Estimated Additional Supplemental & Concentration Grant Funding <i>(3) * GAP funding rate</i>					
<b>GAP funding rate</b>					
5. Estimated Supplemental and Concentration Grant Funds (2) plus (4) (unless (3)<0 then (2)) <i>(for LCAP entry)</i>	38,129	63,064	88,819	116,452	145,432
6. Base Funding LCFF Phase-In Entitlement less (5), <i>excludes Targeted Instructional Improvement &amp; Transportation</i>	1,923,744	3,153,228	4,458,808	5,828,420	7,271,576
<i>LCFF Phase-In Entitlement</i>	1,961,873	3,216,292	4,547,627	5,944,872	7,417,008
7/8. Percentage to Increase or Improve Services* <i>(5) / (6) (for LCAP entry)</i>	1.98%	2.00%	1.99%	2.00%	2.00%

\*percentage by which services for unduplicated students must be increased or improved over services provided for all students in the LCAP year.  
#Step 3a <=0, then calculate the minimum proportionality percentage at Estimated Supplemental & Concentration Grant Funding, step 5.

SUMMARY SUPPLEMENTAL & CONCENTRATION GRANT & PERCENTAGE TO INCREASE OR IMPROVE SERVICES

	2020-21	2021-22	2022-23	2023-24	2024-25
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 38,129	\$ 63,064	\$ 88,819	\$ 116,452	\$ 145,432
Current year Percentage to Increase or Improve Services	1.98%	2.00%	1.99%	2.00%	2.00%

LCFF Calculator Universal Assumptions					
Better World Conservatory of the Arts and					
Summary of Funding					
	2020-21	2021-22	2022-23	2023-24	2024-25
<b>Target Components:</b>					
COLA & Augmentation		2.80%	3.00%	2.80%	2.80%
Base Grant	1,923,744	3,123,416	4,397,328	5,733,764	7,141,656
Grade Span Adjustment	-	29,812	61,480	94,656	129,920
Supplemental Grant	38,129	63,064	88,819	116,452	145,432
Concentration Grant	-	-	-	-	-
Add-ons	-	-	-	-	-
<b>Total Target</b>	<b>1,961,873</b>	<b>3,216,292</b>	<b>4,547,627</b>	<b>5,944,872</b>	<b>7,417,008</b>
<b>Transition Components:</b>					
Target					
Funded Based on Target Formula (FY P-2)	\$ 1,961,873	\$ 3,216,292	\$ 4,547,627	\$ 5,944,872	\$ 7,417,008
Floor	TRUE	TRUE	TRUE	TRUE	TRUE
<b>Remaining Need after Gap (informational only)</b>					
Gap %	100%	100%	100%	100%	100%
Current Year Gap Funding	-	-	-	-	-
Miscellaneous Adjustments	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-
Additional State Aid	-	-	-	-	-
<b>Total LCFF Entitlement</b>	<b>\$ 1,961,873</b>	<b>\$ 3,216,292</b>	<b>\$ 4,547,627</b>	<b>\$ 5,944,872</b>	<b>\$ 7,417,008</b>
<b>Components of LCFF By Object Code</b>					
	2020-21	2021-22	2022-23	2023-24	2024-25
8011 - State Aid	\$ -	\$ -	\$ -	\$ -	\$ -
8011 - Fair Share	-	-	-	-	-
8311 & 8590 - Categoricals	-	-	-	-	-
EPA (for LCFF Calculation purposes)	-	-	-	-	-
<b>Local Revenue Sources:</b>					
8021 to 8089 - Property Taxes	46,400	69,600	92,800	116,000	139,200
8096 - In-Lieu of Property Taxes	12,748,168	19,122,252	25,496,336	31,870,420	38,244,504
<b>Property Taxes net of in-lieu</b>					
<b>TOTAL FUNDING</b>	<b>\$ 12,794,568</b>	<b>\$ 19,191,852</b>	<b>\$ 25,589,136</b>	<b>\$ 31,986,420</b>	<b>\$ 38,383,704</b>
<b>Basic Aid Status</b>					
Less: Excess Taxes	\$ 10,786,295	\$ 15,905,960	\$ 20,948,709	\$ 25,925,548	\$ 30,827,496
Less: EPA in Excess to LCFF Funding	\$ 46,400	\$ 69,600	\$ 92,800	\$ 116,000	\$ 139,200
<b>Total Phase-In Entitlement</b>	<b>\$ 1,961,873</b>	<b>\$ 3,216,292</b>	<b>\$ 4,547,627</b>	<b>\$ 5,944,872</b>	<b>\$ 7,417,008</b>

LCFF Calculator Universal Assumptions		7/1/20				
Better World Conservatory of the Arts and						
Summary of Student Population		2020-21	2021-22	2022-23	2023-24	2024-25
<b>Unduplicated Pupil Population</b>						
Enrollment		232	348	464	580	696
COE Enrollment		-	-	-	-	-
<b>Total Enrollment</b>		232	348	464	580	696
Unduplicated Pupil Count		23	35	46	58	70
COE Unduplicated Pupil Count		-	-	-	-	-
<b>Total Unduplicated Pupil Count</b>		23	35	46	58	70
Rolling %, Supplemental Grant		9.9100%	10.0000%	9.9600%	9.9900%	10.0000%
Rolling %, Concentration Grant		9.9100%	10.0000%	9.9600%	9.9900%	10.0000%
<b>FUNDED ADA</b>						
<b>Adjusted Base Grant ADA</b>						
Grades TK-3		-	-	-	-	-
Grades 4-6		-	-	-	-	-
Grades 7-8		232.00	232.00	232.00	232.00	232.00
Grades 9-12		-	116.00	232.00	348.00	464.00
<b>Total Adjusted Base Grant ADA</b>		232.00	348.00	464.00	580.00	696.00
<b>Necessary Small School ADA</b>						
Grades TK-3		-	-	-	-	-
Grades 4-6		-	-	-	-	-
Grades 7-8		-	-	-	-	-
Grades 9-12		-	-	-	-	-
<b>Total Necessary Small School ADA</b>		-	-	-	-	-
<b>Total Funded ADA</b>		232.00	348.00	464.00	580.00	696.00
<b>ACTUAL ADA (Current Year Only)</b>						
Grades TK-3		-	-	-	-	-
Grades 4-6		-	-	-	-	-
Grades 7-8		232.00	232.00	232.00	232.00	232.00
Grades 9-12		-	116.00	232.00	348.00	464.00
<b>Total Actual ADA</b>		232.00	348.00	464.00	580.00	696.00
<b>Funded Difference (Funded ADA less Actual ADA)</b>						
		-	-	-	-	-
LCAP Percentage to Increase or Improve Services						

LCFF Calculator Universal Assumptions		7/1/20		2020-21		2021-22		2022-23		2023-24		2024-25	
Better World Conservatory of the Arts and													
Current year estimated supplemental and concentrator		\$	38,129	\$	63,064	\$	88,819	\$	116,452	\$	145,432		
Current year Percentage to Increase or Improve Service			1.98%		2.00%		1.99%		2.00%		2.00%		2.00%



Better World  
Conservatory  
of the Arts & Sciences

## TAB 4: Fiscal Policies





**Better World  
Conservatory  
of the Arts & Sciences**

**Better World Public Schools, Inc.  
FISCAL POLICIES  
2018-2019**

---

<sup>1</sup> Approved by Board of Trustees on December 15, 2018

## Overview

The Governing Board of Better World Public Schools has reviewed and adopted the following policies and procedures to ensure the most effective use of the funds of Better World Conservatory of the Arts and Sciences to support the mission and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

Internal control policies provide Better World Public Schools with the foundation to properly safeguard their assets, implement management's internal policies, provide compliance with state and federal laws and regulations and produce timely and accurate financial information. Additionally, as publicly supported entities, Better World Public Schools have additional responsibilities to ensure the public's confidence and the integrity of the Schools' activities.

1. The Governing Board formulates financial policies and procedures, delegate's administration of the policies and procedures to the Executive Director(s) and reviews operations and activities on a regular basis.
2. The Executive Director(s) has responsibility for all operations and activities related to financial management.
3. Financial duties and responsibilities must be separated so that no one employee has sole control over cash receipts, disbursements, payrolls, and reconciliation of bank accounts.
4. All administrative employees are required to take annual vacations of at least five (5) consecutive days.
5. All documentation related to financial matters will be completed by computer, word processor, typewriter, or ink.
6. The Governing Board will commission an annual financial audit by an independent third party auditor who will report directly to them. The Governing Board will approve the final audit report, and a copy will be provided to the charter-granting agency. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the Governing Board and the charter-granting agency.
7. The Governance Board can appoint someone else to perform the Executive Director(s) responsibilities in the case of absence.

Better World Public Schools will follow all the relevant laws and regulations that govern the Charter Schools. Additionally, any State and Federal Government laws and regulations that relate to grant funding will be adopted as the grant funding is received. The following are specific policies of Better World Public Schools:

1. Political Contributions

a. No funds or assets of Better World Public Schools may be contributed to any political party or organization or to any individual who either holds public office or is a candidate for public office. The direct or indirect use of any funds or other assets of Better World Public Schools for political contributions in any form, whether in cash or other property, services, or the use of facilities, is strictly prohibited. Better World Public Schools also cannot be involved with any committee or other organization that raises funds for political purposes. Following are examples of prohibited activities:

- i. Contributions by an employee that are reimbursed through expense accounts or in other ways.
- ii. Purchase by the organization of tickets for political fundraising events.
- iii. Contributions in kind, such as lending employees to political parties or using Better World Public Schools' assets in political campaigns.

## 2. Record Keeping

a. To provide an accurate and auditable record of all financial transactions, the Schools' books, records, and accounts are maintained in conformity with generally accepted accounting principles as applicable to Charter Schools. Further, the Schools specifically require that:

- i. No funds or accounts may be established or maintained for purposes that are not fully and accurately described within the books and records of Better World Public Schools
- ii. Receipts and disbursements must be fully and accurately described in the books and records
- iii. No false entries may be made on the books or records nor any false or misleading reports issued.
- iv. Payments may be made only to the contracting party and only for the actual services rendered or products delivered. No false or fictitious invoices may be paid.

## Annual Financial Audit

1. The Governing Board will annually appoint an audit committee by January 1 to select an auditor by March 1 prior to year end (June 30th).
2. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee.

3. The committee will annually contract for the services of an independent certified public accountant to perform an annual fiscal audit.
4. The audit shall include, but not be limited to:
  - a. An audit of the accuracy of the financial statements
  - b. An audit of the attendance accounting and revenue accuracy practices
  - c. An audit of the internal control practices

### **Organizational Conflict Of Interest Or Self-Dealing (Related Parties)**

Better World Public Schools recognizes that it is important for board members and key employees to understand the conflict of interest laws and rules that apply to the schools, in order to identify and avoid conflicts of interest. Better World Public Schools' Board of Trustees and key employees shall receive annual conflict of interest training. Such training shall be provided at the time the board receives the mandatory Ralph M. Brown Act training required by the schools' charters, and shall be provided by the school's legal counsel or another qualified provider. The conflicts of interest training shall cover specific topics including procedures for hiring, contractual arrangements, purchasing, bidding and expenditure approvals that help to prevent conflicts of interest.

Better World Public Schools will not be operated for the benefit of an affiliated or unaffiliated organization or an individual in his or her own private capacity or individuals related to Better World Public Schools or members of its management, unless the private benefit is considered merely incidental. This private benefit preclusion will extend to:

1. Sale or exchange, or leasing, of property between the agencies and an affiliated or unaffiliated organization or a private or related individual.
2. Lending of money or other extension of credit between an agency and an affiliated or unaffiliated organization or a private or related individual.
3. Furnishing of goods, services or facilities between the agencies and an affiliated or unaffiliated organization or a private or related individual.
4. Payment of compensation, unless authorized by the Board of Trustees or its governing body, by the Schools to an affiliated or unaffiliated organization or a private or related individual.
5. Transfer to, use by, or for the benefit of a private or related individual of the income or assets of the Schools.

Thus, Better World Public Schools will be guided by the principle of arm's-length standards with all affiliated or unaffiliated organizations or with a private or related individual(s). Related party transactions shall include transactions between a school and members of the board, management, contracted management organization, employees, related individuals and affiliated companies. Related individuals within the scope of this definition include spouses, parents, children, spouses of

children, grandchildren, siblings, father in law, mother in law, sister in law and brother in law of a board member or school employee.

## **Board of Trustees Authorities**

The Board of Trustees shall have the sole authority to approve and will incorporate into its own minutes such matters as:

1. Change of the Schools' name, with Authorizer pre-approval;
2. Adoption of the annual operating and capital budgets;
3. Selection or termination of key employees;
4. Key employees salary and salary changes;
5. Incurrence of debt, mortgages or other encumbrances and their covenants and restrictions, within the terms of the charter;
6. Investment policies;
7. Depository and investment banks;
8. Purchase or sale of property;
9. Opening up or closing checking or savings accounts;
10. Selection of the Charter Schools' certified public accountants;
11. Other activities associated with the operations of the Charter Schools.

The Board of Trustees will meet at least three (3) times per year to ensure that its fiduciary duty is maintained. The Board will review the following: prior meeting minutes, business items, educational items, and subcommittee reports.

## **Signature Authorities**

To properly segregate duties within the Charter Schools, the President of the Board and Executive Directors are the only individuals with signatory authority and are responsible for authorizing all cash transactions. Individual checks greater than \$10,000 will require two signatures prior to check issuance.

## **Government Access to Records**

The Director of Operations or contracted business back office services provider will provide access to the organization's records to the charter authorizer and provide supporting records, as requested, in a timely manner.

## **Security of Financial Data**

The system's accounting data must be backed up daily by the business back office services provider to ensure the recoverability of financial information in case of hardware failure. The backup will be stored in a fire safe area and properly secured.

All other financial data, unused checks and unclaimed checks will be secured by the Director of Operations or the business back office services provider from unauthorized access.

## **Security of School Documents**

Originals of the following corporate documents are maintained and their presence is verified on a periodic basis:

1. Charters and all related amendments
2. Minutes of the Board of Trustees and subcommittees
3. Banking agreements
4. Leases
5. Insurance policies
6. Vendor invoices
7. Grant and contract agreements
8. Fixed asset inventory list

## **Use of School Assets**

No employee may use any of the Schools' property, equipment, material or supplies for personal use without the prior approval of the Director of Operations or Executive Director(s).

## **Use of School Credit Cards**

**PURPOSE:** The Board of Directors of Better World Public Schools recognizes the efficiency and convenience afforded the day-to-day operation of Better World Public Schools, for payments and recordkeeping for certain expenses, through the use of school credit cards. However, the Board recognizes the need to establish control measures for the use of these cards. The Board agrees that it has a responsibility to ensure that credit card expenses incurred by Better World Public Schools must clearly be linked to the business of Better World Public Schools. This policy addresses and establishes the proper use and assignment of school credit cards. The Board has agreed on the

fundamental principles of this policy, and has delegated responsibility for the implementation and monitoring of the policy to the Executive Director(s).

**DEFINITIONS:**

1. Cardholder/User: The person for which the school credit card has been issued.
2. School credit card: The physical card and number associated with the card issued to the cardholder.
3. Administrator: The accounts payable staff member assigned to perform the online accounting process, follow up as required and file completed statement reconciliations.

**SCHOOL CREDIT CARD USERS:** The following positions are authorized credit Cardholders/Users: the Executive Director(s), Director of Operations, Director of Finance, and the Principals of Better World Conservatory of the Arts and Sciences. No other employee may use a Better World Public Schools credit card without express written approval by the Executive Director(s).

A list of those individuals issued a school credit card will be maintained by the Executive Director(s) and the back office services provider and reported to the Board of Directors annually.

A Cardholder/User employee who is no longer employed by Better World Public Schools shall return his or her school credit card upon termination or resignation to the Executive Director(s) or Director of Finance and Business Affairs.

Credit cards will be disabled immediately upon the termination or resignation of a Cardholder/User employee by the card administrator. Accounting for credit cards and settlement of credit card billings shall be part of employee separation checklists.

**USER RESPONSIBILITIES:**

1. Credit Cardholders/Users must take proper care of their school credit card(s) and take all reasonable precautions against damage, loss or theft by adherence to the following provisions:
2. All Cardholders/Users must keep secure and confidential all school credit card numbers and information.
3. Cardholders/Users shall not store sensitive school credit card data, including full account number, type, expiration and track data, in any method on computers or networks.
4. Cardholders/Users shall not transmit in an insecure manner, such as by email, unsecured fax or via mail, school credit card information.
5. Cardholders/Users shall restrict access to credit card data and processing to the Administrator or other authorized individuals.

6. Cardholders/Users shall maintain card information in a secure environment accessed only by the issued Cardholder/User.
7. Except for the Executive Director(s), Cardholders/Users shall not be allowed to authorize payment of their own travel expenses. Travel expenses for any Cardholder/ User other than the Executive Director(s) must be pre-approved by the Executive Director(s) or Director of Finance and Business Affairs
8. Cardholders/Users are responsible for retaining detailed receipts and/or supplier documentation for all purchases made with their school credit card, without which the Cardholder/User is responsible for the purchase.
9. Cardholders/Users shall submit detailed documentation, such as itemized detailed receipts and/or supplier documentation for services, travel and/or other actual and necessary expenses which have been incurred in connection with school-related business for which the school credit card has been used.
10. Failure to take proper care of school credit card(s) or failure to report damage, loss or theft may subject to the Cardholder/User to financial liability and discipline.

**USAGE:** School credit cards may only be used for legitimate Better World charter schools business expenses and in accordance with Better World Public Schools' policies, as defined below.

1. Credit cards shall only be used for transactions for which payment of check disbursement is not accepted or is not practicable, such as if the transaction would cause undue hardship to Better World charter schools or the Cardholder/User.
2. School credit card usage is limited to the following types of expenses. Any deviations from this usage policy must have prior written approval from the Executive Director(s). The Executive Director(s) may also approve expenses.
  - a. Business services, including catering or advertising.
  - b. Business supplies, including office supplies, educational supplies, operation and maintenance supplies.
  - c. Travel, including transportation services, airfare, car rental expenses, or payments to a travel agency.
  - d. Payments to educational and charitable organizations, including schools, colleges, vocational schools and membership organizations.

**EXCLUSIONS:** School credit cards shall not be used for cash advances, ATM, money orders, gift cards, jewelry or clothing, medical expenses, or payment of fines or penalties, unless prior written approval is received from the Executive Director(s). In no event shall a school credit card be used for a Cardholder/User's personal expenses.

This policy and the schools' use of the school credit cards shall not circumvent Better World Public Schools' purchasing policies and procedures. A school credit card shall be used as a method of



payment only after all required purchasing forms have been completed, including but not limited to check request, purchase orders, travel vouchers and purchase requisitions.

**AUTHORIZED TRANSACTIONS:** School credit card transactions are hereby authorized using the following methods:

1. **Card present (Point-of-sale) transactions:** The Cardholder/User shall present the school credit card for purchase of goods and services. The Cardholder/User shall obtain a receipt for all purchases and credits, note the transaction with a purchase order number and check request number as required, and attach those approved documents for submission to the Administrator.
2. **Via telephone or mail order:** The Cardholder/User shall provide the vendor or merchant the school credit card number, expiration date and other pertinent data necessary to complete the transaction. The Cardholder/User shall take reasonable precautions to ensure that the transaction is valid prior to providing school credit card data. The Cardholder/User shall note and record confirmation data or other supplier documentation, as available, shall note the transaction with a purchase order number and check request number as required, and shall attach those approved documents for submission to the Administrator.
3. **Via internet:** The Cardholder/User shall provide the vendor or merchant with the school credit card number, expiration date and other pertinent data necessary to complete the transaction. The Cardholder/User shall take reasonable precautions to ensure that the transaction is valid and the website is secure prior to providing pertinent school credit card data. The Cardholder/User shall obtain a screen printout of the receipt, confirmation data or other supplier documentation, as available, shall note the transaction with a purchase order number and check request number as required, and shall attach those approved documents for submission to the Administrator.

Purchases shall not exceed the card limits per billing cycle set for school credit card use, or the overall financial credit limit of Better World charter schools. Current limits per billing cycle by class of Cardholder/User are: Executive Director(s) (\$4,000 each), Director of Operations (\$1,000), and the Principal of Better World Conservatory of the Arts and Sciences (\$1,000). The Director of Finance shall monitor and may recommend changes to these limits. The Executive Directors' limit may be changed only by the Board of Directors. The list of limits by class of Cardholder/User will be maintained by the Director of Finance and Business Affairs and reviewed annually to ensure adherence to procurement policy thresholds.

1. Any benefits of the school credit card such as membership rewards programs are only to be used for the benefit of Better World Public Schools, and shall not be redeemed for personal use.

2. Purchases that are unauthorized, illegal, representative of a conflict of interest, are personal in nature or otherwise violate the intent of this policy may result in credit card revocation and discipline of the Cardholder/User.

**DOCUMENTATION:** The Principal shall ensure Better World Public Schools maintains detailed documentation that all expenses charged to school credit cards are supported by: a credit card slip; a detailed invoice or receipt, and any other supporting detailed documentation, from the Cardholder/User as evidence of the validity of expenses; and a check request and any other necessary detailed documentation as outlined by Better World Public Schools' purchasing policies and procedures.

The Principal is responsible for accounting for all purchases within five (5) working days of receiving a credit card statement.

The Director of Finance and Business Affairs shall ensure that all school credit card statements are reconciled prior to Better World's payment and recording of expenses in the general ledger.

The Director of Finance and Business Affairs will retain detailed receipts and documentation for no less than five (5) years following the purchase date.

An itemized receipt must be submitted along with a credit card receipt. In the case that a vendor does not print itemized receipts, for example in the purchase of food for professional development other accompanying documentation (i.e. menu, copy of order) must be submitted with receipt. The credit card receipt alone is not sufficient. The receipt and documentation for meals must include the following details:

- \* Date of meal
- \* Name, title and company of attendees (agendas if applicable)
- \* Business reason for meal including description of meal (for example lunch, dinner)
- \* Cost of meal

In the rare instance where a receipt cannot be located, it is required that a Missing Receipt Affidavit be completed and submitted with the expense report or credit card supporting documentation. This form may be used for expenses not exceeding \$50; proof of payment must also accompany form, such as a bank or credit card statement as proof of payment.

**PAYMENTS:** School credit card statements will be paid in their entirety on a monthly basis or otherwise in accordance with the cardholder agreement with issuing financial institution.

## **Financial Management Policies**

**BASIS OF ACCOUNTING:** Better World Public Schools will maintain their accounting records and related financial reports on the accrual basis of accounting.

**ACCOUNTING POLICIES:** The accounting policies and financial reporting adopted are consistent with the non-profit requirements of the Financial Accounting Standards Board (FASB), FASB is the recognized standard setting body for establishing non-profit accounting and financial reporting principles.

**BASIS OF PRESENTATION:** The accounts of Better World Public Schools are organized on a basis of the charter school required elements of the Standardized Account Code Structure or SACS. The operations of the fund are accounted for by providing a separate set of self-balancing accounts, which comprise its assets, liabilities, net assets, revenues and expenditures. The Charter Schools use the following fund: Main Fund - This fund of Better World Public Schools is used to account for all financial resources associated with the operation of the schools. In addition, all activities relating to Student Activities should be separately identified and recorded within this fund.

**REVENUES:** Under the accrual basis of accounting, revenues recognized when earned.

**EXPENDITURES:** Under the accrual basis of accounting, expenses are recognized when services are incurred or goods are received.

**INCURRED COSTS:** For the purpose of invoicing funding sources for allowable costs under cost reimbursement contracts, the term "costs incurred" is defined as follows:

1. Costs related to items or services incurred directly for the contract and received at the time of the request for reimbursement and is not specifically disallowed by the funding source.

**CASH MANAGEMENT:** The School maintains cash accounts at the following bank:

1. Wells Fargo Bank

A schedule of aged accounts and grants receivable is prepared monthly and reviewed by the Executive Director for collection. Appropriate collection procedures are initiated, if necessary.

**GRANTS RECEIVABLE AGING CRITERIA:** Accounts receivables outstanding are aged on a thirty, sixty, ninety, and over-ninety day basis.

**GRANT / CONTRACT INVOICING:**

1. All invoices are submitted to the funding sources by dates specified in the grant or contract agreement.
2. The invoicing format is that specified by the funding source.

**INSURANCE AND BONDING:**

1. The Schools maintain minimum levels of coverage, as deemed appropriate by the Executive Director(s) for the follow policies:
  - a. General liability
  - b. Business & personal property (including auto/bus)
  - c. Computer equipment
  - d. Workers' compensation
  - e. Personal injury liability
2. The Schools require proof of adequate insurance coverage from all prospective contractors, as deemed applicable by the Executive Director(s).

**RECORD RETENTION AND DISPOSAL:** Records are maintained for the following indicated minimum periods:

1. Books, records, documents and other supporting evidence including paid, cancelled or voided checks, accounts payable records, vendors' invoices, payroll sheets and registers of salaries and wages, tax withholding statements, employees' timesheets and other public documents are retained for seven years after the original entry date.

All records not supporting government grants or otherwise covered by rules of the Internal Revenue Service are retained for three years from the end of the fiscal year in which the records were originally prepared.

All financial records are maintained in chronological order, organized by fiscal year.

In connection with the disposal of any records, a memorandum of record disposal is prepared by the Director of Operations listing the record or the class of records disposed of. The Board of Trustees certifies this memorandum of records disposal.

**FINANCIAL REPORTING:** The back office services provider maintains supporting records in sufficient detail to prepare the Schools' financial reports, including:

1. Annually:
  - a. Financial statements for audit
  - b. Annual budget
  
2. Monthly:
  - a. Trial balance
  - b. Internally generated budget vs. actual financial statements
  - c. Billing invoices to funding sources
  - d. Updating the cash flow projection
  
3. Periodically:
  - a. IRS Forms 941 and payroll tax returns and comparable state taxing authority returns
  - b. Other reports upon request

**AUDIT:** The Board of Trustees arranges annually for a qualified certified public accounting firm to conduct an audit of Better World Public Schools' financial statements in accordance with Government Auditing Standards and the Governmental Accounting Standards Board. The audit reports will be submitted to the granting agency, (starting 2002) California Department of Education, (starting 2003) County Superintendent of Schools, and State Controller's Office by December 15 of each year. (Education Code 47605(m))

**FULL BOARD AS AUDIT / FINANCE COMMITTEE:** The full Board of Trustees acts as an audit/finance subcommittee. Staff will review and present an analysis of independent auditor proposals to the Board and make a recommendation for selection of independent auditor and the Board will select the independent auditor and review the scope and results of the audit. The Board also receives notice of any consequential irregularities and management letter comments that the auditor noted during the engagement. Additionally, the Board will develop a corrective action plan to address all relevant weaknesses noted by the auditor. The Board of Trustees will also review all financial information of Better World Public Schools.

---

## **Policies Related to Assets, Liabilities, and Fund Equity**

### **ASSETS:**

#### **Bank Accounts**

Bank accounts for the indicated purpose and limitation(s) have been authorized by the Board of Trustees of Better World Public Schools at the indicated Federal Deposit Insurance Corporation (FDIC)-insured bank: Wells Fargo Bank

## Petty Cash Checks Payments

### LIABILITIES AND FUND EQUITY:

#### Accounts Payable

Only valid accounts payable transactions based on documented vendor invoices, receiving report or other approved documentation are recorded as accounts payable.

#### Accounts Payable Payment Policy

Vendors and suppliers are paid as their payment terms require, taking advantage of any discounts offered. If cash flow problems exist, payments are made on a greatest dependency/greatest need basis.

#### Accrued Liabilities

Salaries, wages earned, and payroll taxes, together with professional fees, rent, and insurance costs incurred, but unpaid, are reflected as a liability when entitlement to payment occurs.

#### Liability for Compensated Absences

Compensated absences arise from employees' absences from employment due to vacation leave. When Better World Public Schools expect to pay an employee for such compensated absences, a liability for the estimated probable future payments is accrued if all of the following conditions are met:

1. The employee's right to receive compensation for the future absences is attributable to services already performed by the employee.
2. The employee's right to receive the compensation for the future absences is vested or accumulates.
3. It is probable that the compensation will be paid.
4. The amount of compensation is reasonably estimable.

Compensated absences not required to be paid upon employee termination is only recorded when paid.

## **Debt**

When applicable, short-term debt consists of financing expected to be paid within one year of the date of the annual audited financial statements. Long-term debt consists of financing that is not expected to be repaid within one year and is recorded in the Enterprise Fund.

Loan agreements approved by the Board of Trustees should be in writing and should specify all applicable terms, including the purpose of the loan, the interest rate, and the repayment schedule.

## **Revenue**

Better World Public Schools will record revenue on the accrual basis of accounting, consistent with generally accepted accounting principles applicable to special purpose governmental units.

## **Facilities**

### **DISPOSAL OF PROPERTY AND EQUIPMENT:**

1. No item of property or equipment shall be removed from the premises without prior approval from the Director of Operations. .
2. Better World Public Schools have adopted standard disposition procedures for Better World staff to follow, which include an Asset Disposal Form, which identifies the asset, the reason for disposition, and signature of the requester. The form also allows for an identification of the asset's book value, condition of the asset and supervisory approval or denial.
3. When property is retired, the appropriate asset in the fixed asset subsidiary will be adjusted and properly reflected.

## **Procurement Policies**

Better World Public Schools adhere to the following objectives:

1. Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc.
2. Make all purchases in the best interests of Better World Public Schools and their funding sources.
3. Obtain quality supplies/services needed for delivery at the time and place required.
4. Buy from responsible sources of supply.

5. Obtain maximum value for all expenditures.
6. Deal fairly and impartially with all vendors.
7. Maintain dependable sources of supply.
8. Be above suspicion of unethical behavior at all times; avoid any conflict of interest, related parties or even the appearance of a conflict of interest in supplier relationships.

Better World Public Schools will execute a Purchase Order for all purchases except when it is in the best interest of the company to obtain maximum value for its expenditures. When staff receives a lower price from companies that do not accept purchase orders, the decision will be made to utilize either a check or a credit card to make the purchase. Purchases shall be approved by the Executive Director(s) for amounts less than \$81,000 per school and by the Board of Trustees if greater than \$81,000 per school.

All lease agreements will be evidenced by a lease or sublease agreement approved by the Board of Trustees and signed by the Executive Director(s). The agreement will identify all the terms and conditions of the lease.

## **Travel Policies**

**EMPLOYEE MILEAGE REIMBURSEMENT:** All employees are reimbursed either at the standard mileage rate per mile as determined by the Internal Revenue Service for use of their own vehicle for business related travel or at a flat monthly rate which is taxable under IRS rules. In addition, parking fees and tolls paid are reimbursable if supported by invoices.

All employees requesting such mileage reimbursement are required to furnish a Travel Report containing the destination of each trip, its purpose and the miles driven, parking fees and tolls, within one month after the travel date, supported by invoices, if applicable.

## **Consultants and Contractors**

**CONSULTANT UTILIZATION:** The utilization of all consultants and contract personnel are sufficiently evidenced by:

1. Details of all agreements (e.g., work requirements, rate of compensation, and nature and amount of other expenses, if any) with the individuals or organizations providing the services and details of actual services performed.
2. Invoices or billings submitted by consultants, including sufficient detail as to the time expended and nature of the actual services performed.



3. The use of a management contract for educational and administrative services will clearly identify the contractor's performance requirements, including students' academic achievement, contractor's compensation and Better World Public Schools' rights to educational curricula and intellectual property developed.

**INDEPENDENT CONTRACTORS:** The use of consultants is closely monitored so as not to vary from the rules of the Internal Revenue Code. In particular, consultants will:

1. Not be controlled as to what services will be performed and how these services will be performed. Consultants will not have set hours of work.
2. Adhere to a precise contract scope of services, recomputed or at least adjusted annually. This consultant agreement will specify the obligation of the consultant to pay his or her own self-employment taxes, if applicable.
3. Not receive any fringe benefits as such, although their fee may include provision for fringe benefits.
4. Not be assigned a permanent workstation.
5. Make their services available or work for a number of firms or persons at the same time.
6. Will use his or her own stationery or time sheet in billing for services.

## **General Accounting Procedures**

In this section, procedures are described for the overall accounting system design, General Ledger activity and General Ledger closeout for Better World Public Schools.

### **GENERAL LEDGER ACTIVITY:**

#### **Control Objective**

To ensure that all General Ledger entries are current, accurate, and complete.

#### **Major Controls**

1. Timeliness of Entries
  - a. All entries are made soon after the underlying accounting event to ensure the financial records and reporting is current.
2. Support Documentation
  - a. All entries are supported by adequate documentation that clearly shows the justification and authorization for the transaction.
3. Audit Trail

- a. A complete audit trail is maintained by the use of reference codes from source documentation through the books of original entry and General Ledger, to periodic reporting statements.

### **Procedures**

1. Financial data on source documentation is verified against original documents (e.g., invoice, purchase order, etc.) by the Director of Finance and Business Affairs before entering into the accounting system.
2. Each entry in the accounting system is reviewed and approved by the Executive Director(s).
3. Provision is made for using recurring General Journal entries for certain transactions, such as recording the monthly portion of prepaid insurance.
4. Non-recurring entries, such as for correcting entries, recording accruals and recording non-cash transactions, are prepared as circumstances warrant and on a monthly basis.
5. All entries in the books of original entry (e.g., cash receipts journal and checkbook) are made soon after the accounting event from authorized forms, and are prepared and reviewed by qualified accounting personnel.
6. All General Journal entries are supported by General Journal Vouchers that have supporting documentation attached, and are approved by Executive Director(s).

### **GENERAL LEDGER CLOSEOUT:**

#### **Control Objective**

To ensure the accuracy of financial records and reports.

#### **Major Controls**

1. Trial Balance
  - a. Monthly, a trial balance is prepared to ensure the accuracy of the General Ledger account balances.
2. Reconciliation of General Ledger Control Accounts with Subsidiary Ledgers
  - a. Reconciliations are prepared on a monthly basis.

#### **Procedures**

1. At the end of each month, a trial balance of all General Ledger accounts is prepared by the back office business services provided to the Executive Director(s).

2. Reconciliation between the General Ledger control accounts and the subsidiary ledgers are completed by the back office business services provider.
3. At fiscal year end and after the annual audit, all income and expense accounts are closed out, and the general ledger balances are agreed to the audited financial statements.

## **Cash Management Procedures**

In this section, procedures are described for cash receipts, cash disbursements and prepaid items.

### **CASH RECEIPTS:**

#### **Control Objective**

To record cash receipts completely and accurately and to prevent the diversion of cash assets.

#### **Major Controls**

1. Cash Flow Projection
  - a. Better World Public Schools annually prepare and update monthly a cash flow projection for operations and capital cash needs to monitor and ensure adequate cash flow.
2. Cash Receipts Policies
  - a. Better World Public Schools have internal control systems in place to monitor cash receipts, and ensure that deposits are made in a timely manner. Better World Public Schools also use electronic fund transfer to accelerate deposits.
3. Internal Accounting Controls
  - a. Opening of mail assigned to an employee with responsibilities independent of access to files or documents pertaining to accounts receivable or cash accounts
  - b. Listed receipts and credits compared to accounts receivable and bank deposits.
  - c. General Ledger control accounts reconciled with Accounts Receivable Subsidiary Ledger

#### **Procedures**

1. General
  - a. Mail is received by the Receptionist who sorts the checks and forwards them to the Executive Director(s) or the appropriate recipient.

- b. All checks are restrictively endorsed immediately by the Director of Finance and Business Affairs.
- c. The Director of Finance and Business Affairs prepares deposit slips and forwards them to the back office provider for the preparation of journal entries.
- d. A copy of each check to be deposited is made and attached to copy of the deposit slip and filed to provide support for all deposits.
- e. The back office business services provider reviews and signs off on journal entries.
- f. The Director of Finance and Business Affairs makes deposits on a daily or no later than on a weekly basis. If deposits are made other than daily, the deposit should be maintained in a secure area with limited access.
- g. Reconciliation of cash receipts to deposit slips and bank statements are performed by the Finance and Business Affairs and the back office business services provider on a monthly basis.

## **CASH DISBURSEMENTS:**

### **Control Objective**

To disburse cash for authorized purposes and record cash disbursements completely and accurately.

### **Major Controls**

1. Cash Disbursement Policies
  - a. Check preparation and signatures are delayed until the due date, consistent with available discounts if available.
2. Internal Accounting Controls
  - a. Pre-numbered checks and special check protective paper.
  - b. Match disbursement records against accounts payable/open invoice files.
  - c. Bank statements reconciled to cash accounts and any outstanding checks verified by either the back office business services provider, if applicable.
  - d. Supporting documentation canceled to prevent resubmission for payment.
  - e. Detailed comparison of actual vs. budget disbursements on a periodic basis.
  - f. Separation of duties to the extent possible.

### **Procedures**

1. When the transaction is complete and payment is due, a pre-numbered check is prepared by the back office business services provider who attaches all supporting

documentation: (e.g. vendor invoice, purchase order, purchase requisition, etc.) and submits the package to the Executive Director(s) for approval

2. All invoices submitted for signature will include approvals for payment, expense account charged, check number and date of payment.
3. The Executive Director(s) approves checks, after examining the supporting documentation.
4. After having been approved and/or signed, the checks are mailed directly to the payee by back office provider.
5. All supporting documents are uploaded into the A/P system by back office business services provider as back-up for each check.
6. All payment requests are researched in the A/P system by vendor and by invoice number to prevent double payments.
7. On a periodic basis, cash disbursement records are matched against accounts payable/open invoice files for any discrepancies.
8. Bank statements are reconciled soon after receipt by either the back offices business services provider and reviewed by the Executive Director.

#### **PETTY CASH FUNDS:**

##### **Control Objective**

To control the use of petty cash funds for valid transactions.

##### **Major Controls**

1. Internal Accounting Controls
  - a. Better World Public Schools will not use Petty Cash Funds. All local emergency school expenditures will be done via credit card transactions.

#### **Payroll Procedures**

Payroll procedures are organized under six categories: personnel requirements, personnel data, timekeeping, preparation of payroll, payroll payment, and payroll withholdings.

#### **PERSONNEL REQUIREMENTS:**

##### **Control Objective**

To ensure that Better World Public Schools hire only those employees, full or part-time, it absolutely needs and exerts tight control over hiring new employees.

### **Major Controls**

#### **Payroll Policies**

#### **Procedures**

#### **New Employees**

1. Requests for new employees are initiated by the Principal and compared with the approved annual personnel budget.
2. New employees complete an Application for Employment.
3. New employees complete all necessary paperwork for payroll.
4. Employee is fingerprinted. Fingerprint clearance must be received by Better World Public Schools before any employee may start work.

#### **Vacation and Sick Pay**

1. Employees accrue vacation time based on personnel policy of Better World Public Schools.
2. Employee is required to provide at least two weeks advance notice to supervisors for a vacation request.
3. Regular part-time employees may earn vacation time on a prorated basis based on personnel policy of Better World Public Schools
4. Employees' earned vacation balances are adjusted monthly to reflect vacation time earned and taken and reviewed by the Principal.
5. Sick leave taken is monitored against each employee's available sick time on an electronic spreadsheet and reviewed by the Principal.
6. Before vacation time is paid, a Vacation Authorization Request is to be prepared by the employee, which is reviewed and approved by the Principal.
7. Better World monitors vacation and sick time using a web-based HR system.
8. A General Journal entry is prepared at year-end to record the accrued vacation liability.
9. Unused vacation time is based on personnel policy of the Better World Public Schools.

## **TIMEKEEPING**

### **Control Objective**

To ensure that payment for salaries and wages is made in accordance with documented time records.

### **Major Controls**

1. Timekeep Policies
  - a. Employees are instructed to sign in and out to assure the accuracy of recorded time to cost objectives.
2. Internal Accounting Controls
  - a. Reconciliation of hours charged to attendance records.

### **Procedures**

1. Time and Attendance
  - a. Hourly and salary employees sign in and out at the entrance of the school.
2. Approval and Collection of Time and Attendance
  - a. Each employee's sign in / out sheets are reviewed daily by HR and exceptions are reported to principal.
  - b. Authorized sign in / out sheets are processed by the back office business services provider for payment.
3. Reconciliation of Payroll to Sign In/ Out
  - a. Hours shown on time and attendance sheets are reconciled to the hours recorded on the Payroll Register by the HR department for each payroll period.

## **PREPARATION OF PAYROLL:**

### **Control Objective**

To ensure that payment of salaries and wages is accurately calculated.

### **Major Controls**

1. Internal Accounting Controls
  - a. Time records are periodically reconciled with payment records.

### **Procedures**

1. Employee time sheets are approved by HR. All deviations from pre-programmed parameters are approved by Principal or Executive Director(s).

2. The total time recorded on time and attendance system and the number of employees calculated by the payroll system and reviewed by HR and the back office business services provider.
3. Recorded hours from the sign in sheets are communicated to the Payroll Service.
4. The payroll documents received from payroll software (e.g. calculations, payrolls and payroll summaries) are compared with employee sign in sheets, pay rates, payroll deductions, compensated absences etc. by the HR department and the back office business services provider.
5. The back office business services provider verifies gross pay and payroll deductions.
6. The total hours and number of employees are compared with the totals in the Payroll Register by the back office business services provider.
7. The Payroll Register is reviewed and approved by Better World Public Schools personnel.

#### **PAYROLL PAYMENT:**

##### **Control Objective**

To ensure payment for salaries and wages by check, direct deposit, cash or other means is made only to employees entitled to receive payment.

#### **PAYROLL WITHHOLDINGS:**

##### **Control Objective**

To ensure that payment withholdings are corrected reflected and paid to the appropriate third parties.

##### **Major Controls**

1. Reconciliation of Payment and Payroll Withholdings
  - a. Payroll withholdings are recorded in the appropriate General Ledger control accounts and reconciled with payments made to third parties.
2. Internal Accounting Controls
  - a. The in-house payroll software calculates payroll withholdings, which are reviewed and verified by the back office business services provider.

##### **Procedures**



1. The web-based payroll software calculates payroll withholdings for each employee. These are summarized by pay period and recorded in General Ledger.
2. Payments for payroll withholdings are reconciled with the amounts recorded in the General Ledger control accounts by the back office business services provider.
3. The back office business services provider reviews the accuracy and timeliness of payments made to third parties for payroll withholdings.
4. Original withholding and benefit election forms, maintained in the employee file, are prepared by employee and reviewed and approved on a periodic basis by the back office business services provider.

## **DEPRECIATION:**

### **Procedures**

1. Better World Public Schools capitalize all fixed assets when acquired, and records the historical cost of these items. In accordance with generally accepted accounting principles, as they relate to special purpose business-type activity, government units, under GASB 34 depreciation expense must be recorded in the statement of revenue, expenditures and changes in net assets. Better World Public Schools will use the straight line method of depreciation over the assets useful life as determined as follow:
  - a. Computers 3 years
  - b. Office Equipment 5 years
  - c. Vehicles 5 years
  - d. Office Furniture 7 years
  - e. Leasehold Improvements
  - f. Life of lease or 5 years, whichever is greater
  - g. Building Improvements 20 years
  - h. Building 30 years

---

## **EXPENSE REIMBURSEMENT:**

### **Control Objective**

To ensure Better World Public Schools pays for only authorized business expenses.

### **Major Controls**

1. Travel Policies

- a. See travel reimbursement section above.
2. Business Expense Reimbursement
  - a. In extremely rare circumstances, and with prior approval and / or a purchase order as may be required by the schools' purchasing policies and procedures, Better World Public Schools employees may purchase school supplies or services and seek reimbursement from Better World Public Schools. Reimbursements shall be made only for actual and necessary business expenses.
  - b. Reimbursements shall not be used as an alternative to the purchase requisition system; all purchases for which employees seek reimbursement shall comply with the schools' purchasing policies and procedures.
  - c. No purchases of any school supplies or services shall be made without prior approval and/or a purchase order, as may be required by the schools' purchasing policies and procedures. In the event an employee seeks reimbursement for a purchase made without following these procedures, the school may refuse the services and deny payment or return the supplies to the vendor and deny payment, and the purchasing party may be held personally financially liable for payment of the supplies or services.
  - d. Reimbursement requests shall contain a receipt, invoice and/or record of sale, and all other relevant documentation, such as prior approval and/or a purchase order, as may be required by the schools' purchasing policies and procedures. Reimbursement requests shall be submitted via the purchase requisition system.
  - e. Purchases of the following items are not eligible for reimbursement by Better World Public Schools. Any purchases of such items, if appropriate, shall be made through the schools' purchase requisition system.
    - i. Deposits or advances for services that have not been rendered;
    - ii. Donations or sponsorships;
    - iii. Flowers, gifts or gift cards;
    - iv. Personal cell phone purchases or monthly plans (these are handled by purchase orders, with minor accessory items allowed);
    - v. Alcoholic beverages; and
    - vi. Individual items costing more than \$2,000, excluding travel.
  - f. Non-school-related purchases are prohibited. The use of Better World charter schools funds for personal use is prohibited, including the submission of any non-school related purchases for reimbursement. Individuals who use or attempt to use Better World charter schools funds or seek reimbursement for non-school related purposes shall be subject to disciplinary action. Any individual who the Executive Director(s) or his/her designee determines has

sought reimbursement for irregular or unauthorized transactions, whether personal or unauthorized business transactions, will be subject to disciplinary action.

3. Internal Accounting Controls
  - a. Justification for travel approved by Executive Director(s)
  - b. Documentation for incurred employee expenses
  - c. Documentation for company credit card purchase

### **Expense Advance Reimbursement**

1. Expense Reimbursement
  - a. Soon after traveling, but not exceeding 30 days, an employee who seeks reimbursement for authorized expenses completes a Travel Report detailing the expenses incurred, attaching originals or supporting documentation.
  - b. All credit card purchases are supported by invoices in order to be reimbursed.
  - c. The employee's Travel Report and credit card purchases invoices are reviewed and approved by the Director of Finance and Business Affairs

## **Management Reporting Procedures**

In this section, procedures are covered for supporting annual budget, financial reporting and tax compliance.

### **ANNUAL BUDGET:**

#### **Control Objective**

To effectively support the preparation of the annual budget and its periodic review.

#### **Major Controls**

1. Budget Process
  - a. The Executive Director(s) works with the back office business services provider and prepares the annual operating and capital budgets and cash flow projection, with input from the Better World Schools' community. The budgets and projection are submitted to the Board of Trustees for approval.
2. Internal Accounting Controls
  - a. Accuracy and completeness of the budget and projections

#### **Procedures**

1. In preparation of the annual operating and capital budget and cash flow projection, the back office business services provider prepares a preliminary budgets and projection for review by the Executive Director(s) in consultation with the Better World Schools' staff.
2. To support budgets and projection estimates, the back office business services provider prepares current year-to-date financial data with projections of year-end totals. T
3. The back office business services provider and the Executive Director(s) review the budgets and projection submitted for completeness and reasonableness.
4. The Board of Trustees approves and adopts the final budgets and projection.
5. The adopted budgets totals are entered in the General Ledger by the back office business services provider for the new fiscal year, in order to prepare budget to actual reports.

## **FINANCIAL REPORTING:**

### **Control Objective**

To ensure the accuracy, completeness and timeliness of financial reporting to support decision making.

### **Major Controls**

1. Schedule
  - a. Monthly managerial reports are prepared based on a schedule.
2. Review and Approval
  - a. Financial reports are reviewed for accuracy and completeness.
3. Audit The annual financial statements of Better World Schools are audited by a certified public accounting firm.

### **Procedures**

1. The back office business services provider prepares monthly budget vs. actual financial reports and cash flow projection for the Board of Trustees meetings.
2. Better World Schools and Better World Public Schools submit to an audit of their financial statements by a qualified certified public accounting firm, in accordance with Governmental Auditing Standards
3. The Better World Schools shall automatically submit all financial reports required under Education Code Section 47604.33 and 47605(m).

## **PAYROLL TAX COMPLIANCE:**

### **Control Objective**

To accurately prepare and file required tax documents on a timely basis.

### **Procedures**

1. The Better World Schools maintain a schedule of required filing due dates for:
  - a. IRS Form W-2 - Wage and Tax Statement.
  - b. IRS Form W-3 - Transmittal of Income and Tax Statements.
  - c. Form 940 - Employer's Federal Unemployment (FUTA) Tax Return.
  - d. IRS Form 941 - Employer's Quarterly Federal Tax Return for Federal Income Tax Withheld from Wages and FICA Taxes.
  - e. IRS Form 1099 MISC (also 1099-DIV, 1099-INT, 1099-OID) - U.S. Annual Information Return for Recipients of Miscellaneous Income.
  - f. Quarterly and annual state(s) unemployment tax return(s).

Before submission, all payroll tax documents and the supporting schedules are reviewed and approved by the back office business services provider for accuracy and completeness.

RESOLUTION OF BOARD OF DIRECTORS OF BETTER WORLD PUBLIC SCHOOLS  
Board Meeting December 15, 2018

RESOLUTION APPROVING OF FISCAL POLICIES

WHEREAS, the Board of Directors ("Board") of Better World Public Schools agrees with the contents of the proposed fiscal policies for Better World Preparatory.

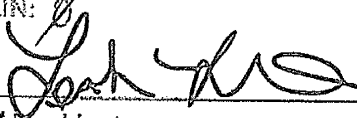
PASSES, APPROVED, AND ADOPTED this 15th day of December 2018 by the following vote:

AYES: 4

NOES:

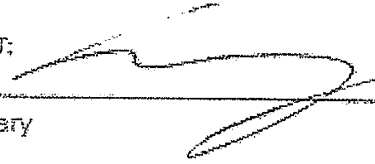
ABSENT: 0

ABSTAIN: 0



\_\_\_\_\_  
Chair / President

ATTEST:



\_\_\_\_\_  
Secretary



Better World  
Conservatory  
of the Arts & Sciences

## TAB 5: Salary Scales – Certificated

**Better World Conservatory of the Arts and Sciences  
Personnel Salary Schedule (Certificated)**

**Administrative Management Certificated Salary Schedule (220 Days)**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$135,000.00	\$138,200.00	\$141,400.00	\$144,600.00	\$147,800.00	\$151,000.00

Doctorate \$2500

**Teacher Certificated Salary Schedule (190 Days)**

Range	Scale 1 BA	Scale 2 BA + 30 or MA	Scale 3 BA + 45 or MA	Scale 4 BA + 60 Including MA	Scale 5 BA + 60 Including MA/Doctorate
1	\$55,000.00	\$57,500.00	\$61,800.00	\$67,200.00	\$70,900.00
2	\$57,500.00	\$60,000.00	\$64,300.00	\$70,600.00	\$73,100.00
3	\$60,000.00	\$62,500.00	\$66,800.00	\$74,000.00	\$76,500.00
4	\$62,500.00	\$65,000.00	\$69,300.00	\$77,400.00	\$79,900.00
5	\$66,000.00	\$68,500.00	\$72,800.00	\$80,800.00	\$83,300.00
6	\$69,500.00	\$72,000.00	\$76,300.00	\$84,200.00	\$86,700.00
7	\$73,000.00	\$75,500.00	\$79,800.00	\$87,600.00	\$90,100.00
8	\$76,500.00	\$79,000.00	\$83,300.00	\$91,000.00	\$93,500.00
9	\$80,000.00	\$82,500.00	\$86,800.00	\$94,400.00	\$96,900.00
10	\$83,500.00	\$86,000.00	\$90,300.00	\$97,800.00	\$100,300.00
11	\$87,000.00	\$89,500.00	\$93,800.00	\$101,200.00	\$103,700.00
Longevity (steps 16, 21, and 26)					
16	\$89,500.00	\$91,500.00	\$95,800.00	\$103,200.00	\$105,700.00
21	\$94,500.00	\$96,500.00	\$100,800.00	\$108,200.00	\$110,700.00
26	\$99,000.00	\$101,700.00	\$106,000.00	\$113,400.00	\$115,900.00

180 Days of Teaching and Learning with Students

10 Days of Summer Professional Development



**RESOLUTION OF BOARD OF DIRECTORS OF BETTER WORLD PUBLIC SCHOOLS**  
**Board Meeting December 15, 2018**

**RESOLUTION APPROVING OF SALARY SCALE**

WHEREAS, the Board of Directors ("Board") of Better World Public Schools agrees with the contents of the proposed salary scale understanding revisions may be made based on budget.

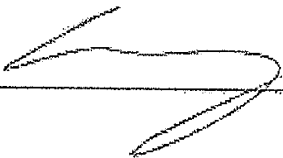
PASSES, APPROVED, AND ADOPTED this 15th day of December 2018 by the following vote:

AYES: 4  
NOES: 0  
ABSENT: 0  
ABSTAIN: 0

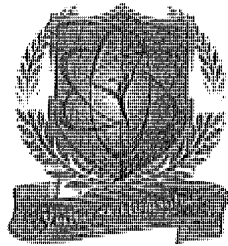


\_\_\_\_\_  
Chair / President

ATTEST:



\_\_\_\_\_  
Secretary



Better World  
Conservatory  
of the Arts & Sciences

## TAB 6: Founding Member Resumes

# Curriculum Vitae

## Maribel Galan, Ed.D

2860 West Monroe, Anaheim CA 92801

Ph: (562) 315-3784

Maribclmgalan@gmail.com

### EDUCATION/CREDENTIALS

Doctorate (Ed.D.) in Educational Leadership, Admin and Policy at Pepperdine University	2014
Masters in Education and Administration at Cal State Dominguez Hills	2004
Clear Administrative Credential	10/22
Clear Multiple Subject Teaching Credential CLAD	10/22
Bachelors in Law and Society at University of California Santa Barbara	1997

### AWARDS AND PROFESSIONAL ORGANIZATIONS

AASA Educational Excellence and Administrative Leadership Scholarship Award  
NLMUSD Superintendent Educational Reform Recognition  
Golden Bell Award for Closing the Achievement Gap in K-12 Education through model academic intervention programming in the State of California

### SCHOLARSHIP

*Dissertation: "Educational Practices to Support Homeless Students"* 2012  
Chair: Dr. Devin Vodicka, Former Superintendent of Vista USD, Pepperdine Professor  
Committee: Dr. Ruth Perez, Superintendent of Paramount Unified School District  
Dr. Molly McCabe, Administrator Riverside County of Education, Pepperdine Professor

### PRESENTATIONS (Selected)

Collaborative Conversations in TK-12 Education	1/17
Developing Critical Thinking in TK-12 Education	2/17
Standards for Mathematical Practices: Building the Habits of Mind	10/16
Professional Development Cycles and Data Driven Instruction	9/16
ACSA Co-Presented with Dr. Ruth Perez at Superintendents Academy on CCSS	10/14
BOOST Conference: Social Justice and Common Core Alignment in an After School Setting	5/13
LACOE Program Improvement Symposium	2010
LACOE After School Programming Effective Strategies	2010
Pepperdine Key Strategies for Educational Administrators	2010

### UNIVERSITY TEACHING EXPERIENCE

Chapman University Orange, CA 2019-Current

#### Adjunct Professor – Attallah College of Educational Studies

- Master's Course in Social Justice and Pedagogy
  - Examines the relationships between democratic theory, educational practice, and social change.
  - Specific attention is paid to theories of democracy, the democratic nature of historical and current reform efforts, contradictions and dilemmas of schooling, and the ways in which schooling might influence social change.
  - Educational theories explored: Vygotskian socioculturalism, Deweyan progressivism, and Freirean critical pedagogy with the goal of relationship-based and sustainable systems for a more equitable and socially just world.

Pepperdine University West LA Campus 2012-2016

#### Adjunct Professor – Graduate School of Education and Psychology

- Instructional Design and Psychological Foundations
  - Connecting theory to practice including learner preferences, learner outcomes, instructional process, individual assessment, management, creating a positive learning environment.
- Environmental and Instructional Strategies for the Diverse Classroom
  - Students acquired skills in SDAIE techniques, classroom management, lesson plans utilizing a variety of strategies and evaluation methods.

# Curriculum Vitae

## Maribel Galan, Ed.D

2860 West Monroe, Anaheim CA 92801

Ph: (562) 315-3784

Maribelgalan@gmail.com

- o Planned and taught instructional design emphasis on Common Core State Standards, psychological foundations of teaching and learning along with classroom environment, assessments, English Language Learners, Special Education, and instructional strategies to support all levels of learners.

### PROFESSIONAL RELATED EXPERIENCE

Redondo Beach Unified School District Redondo Beach, CA 2018 to present

#### Consultant/Director, Adult Education

- o Provide leadership in determining objectives and identifying needs of the Adult Education Program as the basis for developing long-and short-range plans. Build partnerships with community and surrounding colleges. Leading the Career and Technical Career Pathways in connection with El Camino College.
- o Lead the overall instructional program; interpret and implement the approved curriculum according to District and State policies and regulations.

Alta Public Schools Los Angeles, CA 2016-2018

#### Former Superintendent, TK-12

- o Responsible for all functions related to the leadership, instructional, operations and management of APS including LCAP and LCFF outcomes.
- o Worked with teams of teachers and administrators in designing teacher and administrative evaluation process with ongoing training based on Charlotte Danielson's framework, California Professional Standards for Education Leaders (CPSEL) and the California Standards for the Teaching Profession (CSTP)
- o Designed and implemented professional development for TK-12 teachers, classified staff, and leaders to meet the expectations of an International Baccalaureate (IB) program with Mandarin and Spanish language programs. Evaluated the special education department to ensure students received quality special education services and ensured special education teachers were prepared to provide such service
- o Reported instructional performance and budgets to the CEO and Board of Education.

Leadership Coach and Advisor and ELA Consultant 2016-2017

- o Coached the elementary school principal in the supervision of instruction and in the development of systems of observation and feedback, professional development cycles, PLCs, and data driven instruction.

Los Angeles Unified School District- PLAS Los Angeles, CA 2014-2017

#### Senior Director of Transformation, K-12/ Leadership Coach and Advisor

- o Coached principals, assistant principals and lead teachers on effective systems including supervision of instruction.
- o Led and directed the instructional programs and developed and monitored district and school systems.
- o Shared school data performance and observed school sites with Board members, CEO and LAUSD Deputy Superintendent of Instruction.
- o Developed and maintained partnerships with community and non-profit organization
- o Responsible for implementation of State Standards and 21st Century Skills and long-term systems
- o Designed and implemented comprehensive and innovative professional development programs through an understanding of adult learning principles.
- o Led and supervised curriculum directors, coordinators, site instructional coaches, principals and vice principals in areas involving the Common Core State Standards, Teacher Growth and Development (TGDC) and system of informal observation and coaching.
- o Supported Professional Learning Communities and Instructional Leadership Teams across schools.
- o Responsible for building relationships with UTLA, District level Directors and Superintendents to align resources and professional development.
- o Responsible for coaching and preparing principals for budget development and Local Control Funding

Curriculum Vitae  
Maribel Galan, Ed.D

2860 West Monroe, Anaheim CA 92801

Ph: (562) 315-3784

Maribelmgalan@gmail.com

Formula (LCFF) and E-Cast enrollment projections

Anaheim City School District

Anaheim, CA

2013-2014

**Director of Curriculum and Instruction**

- Responsible for District-wide implementation of Common Core State Standards and 21st Century Skills
- Directed the development of District-wide standards, unit curriculum expectations and assessments, and provided leadership in matters involving curriculum and instruction as well as the dual immersion program.
- Led and supervised District curriculum specialist, library media technicians, site instructional coaches principals and vice principals in areas involving the Common Core State Standards.
- Designed, monitored and provided professional development to District administrators, principals, curriculum specialist, instructional coaches, teachers, teachers on special assignments, and librarians in Core State Standards and in leadership development.
- Supported Professional Learning Communities district wide
- Planned, organized, and supervised district-wide library programs

Norwalk-La Mirada USD

Norwalk, CA

2008-2013

**Elementary School Principal**

- Increased API score by 118 points under my leadership at a Program Improvement School with 65% of student population considered homeless under the McKinney Vento Federal Legislation and 80% designated as English Language Learners.
- Led the implementation of the Common Core Standards, Project Based Learning, and PLCs initiatives
- Supervised and provided professional development to K-5 educators, paraprofessionals, classified staff
- Evaluated and monitored certificated and classified performance and implemented FRISK
- Developed and monitored data assessment process, RTI, and ELD programs.
- Provided professional development for educational reform, served on District Data Action Team DSLT
- Maintained a positive relationship with the classified and certificated unions.
- Managed and balanced school's budget and coordinated all compliance practices

**District Administrator Coordinator of Supplemental Education**

- Implemented 12 supplemental after school programs in Title I schools. Recognized as Golden Bell program. Supervised and trained a staff of over 84 employees
- Provided all professional development based on Cycles of Inquiry, CST, formative and summative assessment results, and data analysis in support of a school-wide action plan.
- Developed AYP projections for elementary sites and communicated Safe Harbor measures to support PI
- Trained classified staff in securing student safety and enhancing efficacy in managing student attendance and office demands. Handled all operational and human resource practices within the 12 programs
- Managed a budget of 1.2 million and coordinated all compliance practices

Aspire Public Schools, LAUSD

Huntington Park, CA

2005-2008

**Principal**

- Opened two new schools in the city of Huntington Park. AMLA Elementary scored an API of 724 in its first year while under my leadership. Centennial College Prep Middle School scored an API score of 671 in its first year of operation and increased by 79 point in its 2nd year establishing the highest score in the surrounding areas.
- Managed all areas of management including facilities, employee relations, human resources, community relations, parent communication, and teacher and student recruitment, LACOE, LAUSD and Charter School Organization Liaisons. Managed and balanced budget and coordinated all WASC requirements to ensure accreditation.

# Curriculum Vitae

## Maribel Galan, Ed.D

2860 West Monroe, Anaheim CA 92801

Ph: (562) 315-3784

Maribelmgalan@gmail.com

- Evaluated classified and certificated employees. Set salaries for all LA personnel. Managed and dealt with issues pertaining to personnel management and employer/employee problems, issues, and concerns. Followed FRISK format when addressing employee improvement areas and corrective actions.
- Responsible for all professional development based on Cycles of Inquiry, CST, formative and summative assessment results, and data analysis in support of a school-wide action plan. Reviewed the effectiveness of our Special Education department in accordance with policies and procedures to ensure compliance.
- Trained classified staff in securing student safety and enhancing efficacy in managing student attendance and office demands.

Hillview Middle School

Whittier, CA

2002-2005

Teacher

- **Computer/ELA and Social Studies Teacher:** Focused on 7 /8 grade state standards.
- **ELAP Coordinator:** developed after school, Saturday, and summer school programs targeting language development of LEP students, responsible for budget, teacher training, parent communication
- **Safe School Ambassador Leader:** Led students in noticing and preventing student bullying.
- **Technology Site Coordinator:** Troubleshoot software; liaison between school and district
- **BTSA Support Person:** Assisted new teachers in mastering the teaching standards.
- **SSC Co-Chair:** Conducted meetings, approved programs and funding, reviewed budget, and communicated with parents, administrators, teachers and students.

Chester Nimitz Middle School

Huntington Park, CA

1997-2002

Teacher

- **Language Arts and Social Studies Sixth Grade teacher:** Developed strategic curriculum planning, implemented programs and utilized SADIE strategies to accelerate ELD effectively.
- **Standards Based Coordinator:** Maintained the budget, designed trainings and conducted professional development for the Language Arts and Special Ed. Departments in preparation for the Performance Writing Exam. Scheduled the testing window, disseminated materials and planned workshops.
- **Language Arts Chairperson:** Assisted in interviewing and training new teachers, conducted meetings, reviewed state standards, scheduled presentations, and maintained a working professional relationships

Cynthia Wang  
 cwang68@calstatela.edu  
 (805) 908-5060

Education

PhD	2016	<b>University of Southern California</b> , Annenberg School of Communication and Journalism <i>Dissertation Title: "Temporal Dynamics in the Lives of Health Practitioners"</i> <i>Committee: Larry Gross (Chair), Manuel Castells, Mike Ananny</i>
Master of Arts	2010	<b>New York University</b> , Department of Media, Culture, and Communication <i>Thesis: "Negotiating the Expert: Classical Music on YouTube."</i> <i>Advisor: Martin Scherzinger</i>
Bachelor of Science	2004	<b>Northwestern University</b> , School of Communication. Majors: Radio/TV/Film & Biological Sciences (physiology) Minor: Asian American Studies
Study Abroad	2009 (summer)	<b>American University of Paris</b> , Department of Global Communication

Academic Appointments

<b>California State University, Los Angeles</b>	Assistant Professor of Communication Studies	<i>Fall 2016-Present</i>
<b>California State University, Northridge – Tseng College</b>	Instructor	<i>Fall 2015</i>
<b>USC Annenberg School of Communication</b>	Graduate Assistant, Instructor	<i>Fall 2010-Summer 2016</i>
<b>New York University</b>	Teaching Assistant	<i>Spring 2010</i>
<b>Northwestern University</b>	Teaching Assistant	<i>Summer 2004</i>

## Peer Reviewed Publications

(Forthcoming) Wang, C. Temporal Dynamics in the Daily Lives of Health Practitioners. Submitted to *Time and Society Journal*.

(Forthcoming) Wang, C. (2017). Health Practitioners' Use of Communication Technologies. *Studies in Media and Communication*. Volume 14: *e-Health: Current Evidence, Promises, Perils, and Future Directions*. Emerald Publishing.

Wang, C. (2016). The Promise of Kickstarter: Extents to which Social Networks Enable Alternate Avenues of Economic Viability for Independent Musicians through Crowdfunding. *Social Media + Society*. Online publication. doi: 10.1177/2056305116662394

Chen, N.-T. N., Ognyanova, K., Zhang, C., Wang, C., Ball-Rokeach, S. J., & Parks, M. (2015). Causing ripples in local power relations: The meso-level influence of a hyperlocal news website. *Journalism Studies*. Advance online publication. doi: 10.1080/1461670X.2015.1078738

Wang, C. (2013). "A Slice of Time: An Exploration of Temporal Capital and its Relationships to Economics, Culture, and Society in a Technological and Digital Age." *Gnovis Journal of Communication, Culture, and Technology*. 13(2). Accessible at <http://gnovisjournal.org/2013/04/26/a-slice-of-time-an-exploration-of-temporal-capital-and-its-relationships-to-economics-culture-and-society-in-a-technological-and-digital-age/>.

Wang, C. (2012). "Tinkering with the iPhone: Subversion and Re-appropriation of Power in Apple's World." *Journal for International Digital Media Arts Association*. 8(2): pp. 31-41.

## Book Chapters

Close, S. & Wang, C. (2017). Erotic Imaginaries of Power in Fan Fiction Tropes. In *Sex, Subversion and Bodily Boundaries: The Darker Side of Slash Fiction*. McFarland.

## Book Reviews

Wang, C. (2017). [Review of the book *Geomedia: Networked Cities and the Future of Public Space*, by Scott McQuire.] *Global Media and Communication*.

Wang, C. (2017). [Review of the book *Global Asian American Popular Cultures*, by S. Davé, L. Nishime, & T. Oren]. *International Journal of Communication*.

## Submitted Articles Under Review

Ruiz-Mesa, K. & Wang, C. (under initial review). From Shadows to Social Media: Exploring the Imagery and Representations of Undocumented DACA Students in the United States. Submitted to *International Journal of the Image*.



Wang, C. (under initial review). "I've Changed": Conversion Therapy, Medical Discourse, and the Gay Rights Movement. Submitted to *Studies in Gender and Sexuality*.

Refereed Conference Presentations

International Communication Association (ICA)	"Communicating Resistance: How Undocumented Students Perform Activism Through Visual Counternarratives on Social Media" (paper) & "Unspoken Rules: Using the Game of Mao (Mau) to Teach Sensemaking and Cultural Approaches to Communication" (paper)	Prague, Czech	May 2018
National Communication Association (NCA)	"Health Practitioners' Use of Communication Technologies" (paper) & "Prison to School Pipeline: Creating and Maintaining a Model BA Program in Communication Studies for Prisoners" (panel)	Dallas, TX	November 2017
Eighth International Conference on the Image	(accepted) From Shadows to Social Media: Exploring the Imagery and Representations of Undocumented DACA Students in the United States.	Venice, Italy	October 2017
Crossroads in Cultural Studies Conference	"Asian American Musicians and Digital Transnationalism"	Sydney, Australia	December 2016
National Communication Association (NCA)	"Making Digital Space: Asian Americans in the Age of the Internet" & "The Promise of Kickstarter"	Philadelphia, PA	November 2016
Extending Play Conference (Rutgers University)	"Destroyed Time" (co-authored with Aaron Trammell)	New Brunswick, NJ	October 2016
International Communication Association (ICA)	"A Day in the Life"	Fukuoka, Japan	June 2016
International Communication Association (ICA)	"Utilizing Temporal Capital as a Conceptual Framework." (Awarded conference waiver for excellent student paper)	San Juan, Puerto Rico	May 2015
International Conference on Business, Information, and Cultural Creative Industries (ICBIC)	"Temporal Capital, Interstitiality, and Mobile" & "GlobaltraQs: An International LGBTQ Storytelling App"	Taipei, Taiwan	July 2014
International Communications Association (ICA) Mobile Pre-	"On Mobility, Time, and Waiting"	Seattle, WA	May 2014

conference			
Genders, Bodies, and Technology (GBT)	"'I've Changed.' The Authority of Medical Discourse in the Debate between Conversion Therapy and the Gay Rights Movement"	Blacksburg, VA	May 2014
Inter-Asia Cultural Studies Society Conference (IACS)	"Out and Around Asian LGBT Diasporic Networks" & "Asian American Musicians Renegotiating Identity in a Transnational Context"	Singapore	July 2013
International Association for Media and Communication Research (IAMCR)	"Sherlock Holmes and the Case of the Evil Twin: Sherlock and Moriarty as Opposite Sides of Capitalism" (co-authored with John Kephart III)	Dublin, Ireland	June 2013
International Communications Association (ICA)	"Slices of Time: Temporal Capital and Temporally-Bound Mediums in the Age of Digital Media and the Internet"	London, UK	June 2013
International Association for the Study of Popular Music (IASPM)	"Asian American Musicians, Digital Media, Transnational Networks, and Economic Viability"	Austin, TX	March 2013
National Association of Ethnic Studies (NAES)	"Making Space, Negotiating Identities, Being Seen: Asian American Musicians in the Age of Digital Media and the Internet"	Los Angeles, CA	November 2011
National Communication Association (NCA)	"Making Space, Negotiating Identities, Being Seen: Asian American Musicians in the Age of Digital Media and the Internet"	New Orleans, LA	November 2011
New York State Communications Association (NYSCA)	"Negotiating the Expert: Classical Music and YouTube"	New York, NY	October 2010

### Conference Planning Activities

National Communication Association (NCA)	(panel accepted) Panel: "Rejection Happens: Reducing Stigma and Increasing the Transparency and Normalcy of Rejection in Academia" (Co-organizer)	Dallas, TX	November 2017
International Communication Association (ICA) Mobile Pre-conference	Panel on Mobile/Mobilities, Civic Engagement, and the Trump Administration (Co-organizer)	San Diego, CA	May 2017

International Communication Association (ICA)	Blue Sky Workshop on Media and Migration (Co-organizer)	Fukuoka, Japan	June 2016
---	---	----------------	-----------

### Selected Guest Lectures and Invited Talks

October 17, 2017	California State University Los Angeles (Los Angeles, CA)	"Public Voices, Blogging, Podcasts, and the Humanities"
September 7, 2017	California State University Los Angeles (Los Angeles, CA)	"Interrogating Civility: Its Uses and Limits"
April 11, 2017	California State University Los Angeles (Los Angeles, CA)	"Technologies of Truth and Critical Theory in a 'Post-Truth' Era"
September 29, 2016	University of Southern California, Annenberg Innovation Lab Ideation Huddle	"Banksy on Every Corner" (Guest Provocateur)
April 22, 2016	California State University Channel Islands, Careers in Health Communication Panel, Professors Nancy Chen & Tracylee Clarke	"Opportunities in Health Communication"
October 13, 2015	University of Southern California, Gender and Sexuality Class, Professor Chris Freeman	"GlobaltraQs: Mapping LGBTQ Stories Around the World"
October 1, 2015	California State University Channel Islands, Health Communication Class, Professor Nancy Chen (Oxnard, CA)	"Temporal Dynamics in the Practice of Health Care"
September 30, 2015	ONE Gay and Lesbian Archives, University of Southern California (Los Angeles, CA)	"Mapping Queer Terrains: Telling Stories from the Local to the Global" (panel discussion)
September 24, 2015	Sounding Out! Podcast (soundstudiesblog.com)	"Ruptures in the Soundscape of Disneyland"
February 3, 2015	University of Southern California, Master of Social Work class, Professor Bianca Harper (Los Angeles, CA)	"LGBTQ 101: Sexuality and Society"
November 17, 2014	Scripps College, Ally Month Event (Claremont, CA)	"Experiences of an Asian, female, queer academic"
November 15, 2014	Japanese American National Museum, Okaeri 2014 Event (Los Angeles, CA)	"LGBTQ 101 Workshop and API Equality"
September 17, 2013	Uppsala University (Sweden)	"Slices of Time: Temporal Capital, Technology, and Society"
September 25, 2013	Peninsula High School (Palos Verdes, CA)	"Critical Race Theory's Use in Debate"

## Courses Taught

Comm 2890: Introduction to Intercultural Communication (Undergraduate)	California State University, Los Angeles	<i>Fall 2017 (at California State Prison in Lancaster), Spring 2018, Fall 2018</i>
Comm 3200: Theories of Communication, Humanities (Undergraduate Major Requirement)	California State University, Los Angeles	<i>Fall 2016, Fall 2017</i>
Comm 3400: Humanities Methods	California State University, Los Angeles	<i>Fall 2018</i>
Comm 3835: Sex & Gender in Language & Literature	California State University, Los Angeles	<i>Fall 2018</i>
Comm 4340: Technology and Human Interaction (Undergraduate Upper Division)	California State University, Los Angeles	<i>Fall 2017</i>
Comm 5150: Cultural Studies (Graduate Seminar)	California State University, Los Angeles	<i>Fall 2016</i>
Comm 5800: Theories of Communication, Humanities (Graduate Seminar)	California State University, Los Angeles	<i>Spring 2017, Spring 2018</i>
Comm 450: Visual Culture and Communication	University of Southern California	<i>Summer 2016</i>
Comm 339 & Comm 454: Communication Technologies	University of Southern California and California State University, Northridge	<i>Summer 2015, Fall 2015</i>
Comm 204: Public Speaking	University of Southern California	<i>Fall 2014, Spring 2015</i>

## Fellowships and Awards

California State University, Los Angeles, Office of Research, Scholarship, and Creative Activities	Course Release grant	<i>Granted: Summer 2018, Course Release term: Spring 2019</i>
California State University Entertainment Alliance	Speaker Series Grant (with Michael Clarke in TV/F)	<i>Spring 2018</i>
California State University, Los Angeles CETL and ACUE	Course Redesign for Student Success Program	<i>Spring 2017</i>
USC Endowed Fellowship	"Temporal Dynamics in the Lives of Health Practitioners"	<i>2015-2016</i>
Annenberg Summer Research Fellowship	"Health Practitioners' Use of Communication	<i>Summer 2015</i>

	Technologies”	
Diploma in Innovation Grant	GlobaltraQs: An LGBTQ Storytelling Map ( <a href="http://www.globaltraqs.com">http://www.globaltraqs.com</a> )	2013-2014
Annenberg Graduate Fellowship	Doctoral Fellowship	2010-2015

### Service to California State University, Los Angeles

University Level	Panel for New Faculty Orientation	<i>Fall 2017</i>
	Asian/Asian American Studies Board Member	<i>Fall 2018 - Present</i>
College Level (Arts & Letters)	ISAC (Curriculum Committee)	<i>Spring 2017</i>
Department Level (Communication Studies)	Website Committee	<i>Fall 2017 – Present</i>
	Student Affairs Committee	<i>2016-2017</i>
	Fiscal Affairs Committee	<i>2016-2019</i>
	Assessment & Student Success Committee	<i>2017-2020</i>
Other	Website Committee	<i>2017-2020</i>
	Cal State LA Wind Ensemble (Oboe)	<i>Spring 2018 – Present</i>
	Attended Cal State Ethnic Studies Council Meeting (San Francisco)	<i>April 27, 2018</i>

### Research Groups and Associations

USC Annenberg School of Communication	Annenberg Innovation Lab	Research Assistant	<i>Spring 2014</i>	
	Alhambra Project Research Group, Metamorphosis (Advisor: Dr. Sandra Ball-Rokeach)	Research Assistant	<i>Fall 2012 to August 2016</i>	
	Games and Culture Journal (Editor: Dr. Douglas Thomas)	Editorial Assistant, Research Assistant	<i>Fall 2012 to Fall 2013</i>	
	Economics and Culture Research with Dr. Christopher Smith	Research Assistant	<i>Fall 2011 to Spring 2012</i>	
	Civic Paths Research Group (Advisor: Dr. Henry Jenkins)	Research Assistant	<i>Fall 2010 to Spring 2011</i>	

Community Work

Better World Charter (Norwalk, CA)	Board of Directors Member (Treasurer)	March 2018 – Present
Restorative Education Project (Los Angeles, CA)	Co-organizer	May 2017 – Present
GlobaltraQs (Los Angeles, CA)	Co-founder	January 2014 – Present
COPE Health Solutions (Los Angeles, CA)	Alumni Advisory Board Member	March 2012 – Present
API Equality LA (Los Angeles, CA)	Committee Member (Public Education, Outreach and Recruitment, Pioneers Documentation Project), Volunteer, Speaker, Trainer, Videographer	October 2010 – Present
Northwestern University Alumni Admissions Council	Member, Interviewer	January 2005 – Present
USC's LGBT Resource Center Speaker's Bureau (Los Angeles, CA)	Speaker/Lecturer	September 2011 – August 2016
Eleos Music School (Los Angeles, CA)	Board of Advisors Member	June 2013 – June 2014
NewFest: The New York LGBT Film Festival (New York, NY)	General Volunteer: Assisted with general office duties and festival coordination/operations	Summer 2010 & Summer 2011
America Reads (New York, NY)	Tutor at University Neighborhood High School: Worked with socio-economically diverse and oftentimes disadvantaged high school students on math (algebra), humanities, arts	September 2008 – June 2009

Professional Experience

January 2014 - Present	<p><b>GlobaltraQs</b> – Los Angeles, CA  <a href="http://www.globaltraqs.com">http://www.globaltraqs.com</a>            Founder</p> <ul style="list-style-type: none"> <li>◦ Responsible for ongoing conceptualization and design of digital LGBTQ storytelling website</li> <li>◦ Obtained seed funding (\$5,000) from USC's Diploma in Innovation grant</li> <li>◦ Oversee all operations of site development, maintenance, and content</li> <li>◦ Manage budget, personnel, and organizational partnerships</li> </ul>
------------------------	---

<p>November 2004 - August 2008; April 2015 – April 2016</p>	<p><b>COPE Health Solutions</b> - Los Angeles, CA <a href="http://www.copehealthsolutions.org">http://www.copehealthsolutions.org</a> <i>Regional Director/Manager, Health Workforce Programs (2004-2008)</i></p> <ul style="list-style-type: none"> <li>◦ Implemented and managed all hospital operation aspects of a comprehensive health workforce development program, including an experiential hospital-based internship for over 500 students in four partner hospitals throughout Southern California</li> <li>◦ Oversaw operations for health professions school expansion programs, and maintained relationships between hospital executives and community partners to solve workforce challenges facing the health care industry</li> <li>◦ Involved with business development and strategic planning of COPE as a member of the Executive Management Team. Prepared grants that awarded funding of \$2 million toward program operations.</li> <li>◦ Recruited, hired, and trained staff members (Managers) to oversee program operations for each partner hospital location in a supervisory capacity</li> <li>◦ Produced two short documentaries for the 2007 Larry King Cardiac Foundation annual King of Hearts Gala Event</li> <li>◦ Named Distinguished Team Member of 2006</li> </ul> <p><i>Director, International Health Scholar Programs (2015-2016)</i></p> <ul style="list-style-type: none"> <li>◦ Develop structure and parameters for international training and education program for health professionals</li> <li>◦ Oversee program curriculum development</li> <li>◦ Conduct evaluative research on ongoing organizational programs</li> <li>◦ Teach classes and seminars</li> </ul>
<p>December 2007 - June 2008</p>	<p><b>The World Scholar's Cup</b> <a href="http://www.scholarscup.org">www.scholarscup.org</a> <i>Staff Member/Competition Coordinator</i></p> <ul style="list-style-type: none"> <li>◦ Involved with organizing regional meets in the United States</li> <li>◦ Involved with organizing the World Finals, a 2-day international academic competition in Seoul, Korea involving over 160 middle school and high school students from 9 countries</li> <li>◦ Coordinated on-site housing assignments for the World Finals and other logistics during the competitions</li> <li>◦ Assisted in fundraising efforts</li> <li>◦ Corresponded with individual teams in preparation for competition</li> <li>◦ Presented the program at a teacher's conference in Sydney, Australia (June 2008)</li> </ul>
<p>October 2004 - August 2006</p>	<p><b>Gothic Pictures</b> – Newbury Park, CA <i>Producer – Twixter</i></p> <ul style="list-style-type: none"> <li>◦ Oversaw all aspects of pre-production, production, and post-production of the feature-length film</li> <li>◦ Managed production budget and contracts with cast and crew members</li> </ul>
<p>April 2001 – September 2004</p>	<p><b>Northwestern University</b> – Evanston, IL <i>Campus Tour Guide and Member of the Student Admissions Association</i></p>

	<ul style="list-style-type: none"> <li>Conducted tours of Northwestern's Evanston campus</li> <li>Coordinated over 800 accepted students to the university for a weekend visit as the Co-chair of "Day at Northwestern" in Spring 2002</li> </ul>
Summer 2003	<b>Scott Rudin Productions</b> (Paramount Studios) – Hollywood, CA <i>Production Office Intern</i>
Summer 2001 & Summer 2002	<b>Medical Office of Dr. Green Hsueh</b> - Northridge, CA <i>Intern and Translator</i> <ul style="list-style-type: none"> <li>Assisted with general office duties and coverage</li> <li>Translated English/Chinese (Mandarin) during medical missions to Nanning, Guangxi (2001) and Hufei, Anhui (2005) in China</li> </ul>

### Additional Experiences

Northwestern University Entertainment Alliance (Los Angeles, CA)	Board Member for Music Events	2005 - 2006
Various Independent Films (Los Angeles, CA)	Producer, Unit Production Manager, 1 <sup>st</sup> and 2 <sup>nd</sup> Assistant Director, Director, Screenwriter	2004 - 2008
WASABI: Northwestern's Asian American Student Improvisation Troupe	Co-Founder	2002
Foundation of Asian American Independent Media (FAAIM)	Senior Volunteer <ul style="list-style-type: none"> <li>Coordinated and recruited volunteers for film festival from Northwestern</li> <li>Coordinated the Justin Lin film, "Better Luck Tomorrow" street team</li> </ul>	2001 - 2002

### Other Skills

- Fluent in Mandarin Chinese.
- Classically trained in piano, oboe, and saxophone.
- Spinning long, blunt objects at very high speeds very close to my head. Also, devil sticks.
- Performing and recording singer/songwriter/guitarist/pianist (<http://www.cynthiawangmusic.com>).



## **Fran de Leon**

**5504 Tyrone Avenue • Sherman Oaks CA 91401**  
**frandeleon@me.com • Cell/Text: 818-437-1272**

### Experience

*Present (since 1997)* - Associate Artistic Director & Director of National Tours-Will & Company, Los Angeles CA

Oversaw development and implementation of all productions (currently six touring nationally) for college market.

Co-wrote and performed "Faces of America" at over 600 colleges and 30 national conferences (including National Conference on Race, National Conference on Social Justice, United Nations Association, National Conference of Suicide prevention).

Created workshops, videos and designed study guides to complement performances for "Portraits of Courage" series and "Faces of America series." Work closely with faculty and teachers for implementation of diversity and multicultural elements into curriculum.

Designed and facilitated leadership, team building, and diversity workshops which incorporate theater, improv & mindfulness.

Co-wrote and co-directed "The Water Cycle" for TreePeople and the Stormwater Division for tour of all LAUSD elementary schools.

*2015 - Present* - Director of Training – Playfair, Berkeley CA

Directing all new artists to perform one person show/workshops for college orientation tours across the country.

*2013 - Present* - Founder & Director - Arts & Fitness, Los Angeles CA

Developed after-school program for elementary age with curriculum that includes group fitness, yoga, mindfulness, dance & theater to foster self-esteem, with the use of improv exercises to disburse nutrition education.

Expanded program to week-long summer sessions which included voice classes, Shakespeare, stage fencing, and Capoeira.

2006 - Writer & Director – “The Truth About Bullying” – Orange County Performing Arts Center, Orange CA

Commissioned by Orange County Performing Arts Education Division to write and direct a show on bullying for K-6 based on input of teachers and administrators.

Assisted in creating standards-based study guides for adapted classical pieces of literature (including Shakespeare, Dickens, Dumas and Homer.)

1991 – 2005 - Facilitator – Playfair, Berkeley CA

Seasonal tour of colleges during orientation season, facilitating up to 3000 students at a time in team building and ice breaking activities. Worked with faculty and student leaders for implementation of programs.

2000 - Producer – “The Rani of Jhansi” – Rani Productions

Coordinated travel and shooting schedule for a documentary shot entirely on location through various cities in Northern India. Oversaw editing and final cut.

1991 - Writer & Director - “The Time Freeze Space” - LAUSD

Created K-6 production of a social education show for touring through LAUSD Impact Program. Worked in conjunction with school counselors at elementary school locations.

1990 – 1995 - Actor, writer and administrative assistant – The Educational Theatre Company

Toured daily through LAUSD elementary, middle and high schools with social education shows. Assisted in scheduling of actors & stage managers for local tours.

### Education

Glendale College 1989- 1991– 2 years in Theatre Arts

## References

Jon Lawrence Rivera, Artistic Director, Playwrights' Arena - 323-377-1308  
jriviera923@juno.com

Gabriel Rivas Gomez, Playwright and professor at Glendale Community College,  
619-917-8139 ddysol@gmail.com

Matt Weinstein, Owner, Playfair - 530-304-4037 emp matt@aol.com

## Additional Skills

Fluent in Tagalog (Filipino), proficient in ASL, Certified fitness & Zumba instructor

# Leah Lito

14535 E. Whittier Blvd. Whittier, CA 90605 • (562) 907-5930  
llito@ewcsd.org

## » Education

**Cal State University, Fullerton Ca**  
Ed. Leadership Credential, May 2017

**Whittier College, Whittier, Ca**  
Autism Authorization, 2011

**Azusa Pacific University, Azusa, CA**  
Ed. Specialist Instruction Credential, 2006

**Azusa Pacific University, Azusa, CA**  
M.A., Special Education, 2004

**Cal State University Fullerton, Fullerton, CA**  
BS Human Services, 2003

## » Work Experience

**East Whittier City School District, Whittier, California**  
*Program Specialist, 2014-Present*

- Provide ongoing consultation and guidance on the use of new and innovative methods, strategies, and materials which enhance the education progress of special education students.
- Consult with teachers, administrators, and parents regarding the operational aspects of a special education program.
- Provide assistance to students, parents, teachers, and other staff in solving school-related problems and coordinating instructional programs between home and school.
- Participate in the development of Individualized Education Programs
- Assist special education staff in coordinating appropriate curricular resources to ensure IEP objectives are met in an organized and sequential manner
- Serve as a resource and liaison to IEP teams regarding placement considerations in unique and difficult cases.
- Consult with administrators, special education staff, teachers, parents, and students in modifying general education programs for students determined to be ineligible for special education services.
- Participate in the coordination of assessments conducted by various professionals within the schools and community.
- Assist teachers and other professional staff in preparing for annual or requested reviews; participate in program reviews as necessary in unique or difficult situations.
- Develop and present staff development to both Special Education and General Education teachers

**East Whittier Middle School~ EWCSD, Whittier, California**  
*Education Specialist, 2004-2014*

- Identified, developed and implemented goals tailored to each students' specific needs and abilities.

- Coordinated with parents, teachers, instructional assistants, and various service providers to ensure students' services were being provided.
- Modeled, trained, and consulted with teachers on modifications and accommodations to instruction and materials ensuring the diverse needs of all students were successfully realized.
- Assisted in the assessment and identification of students for special education services.
- Served as Administrator Designee for IEPs
- Actively supported general and special education teachers on effective teaching methods, modifying work, and explained the special education process.
- Collaborated with general education teachers in working with the different types of learning disabilities.
- Employed diverse techniques to promote active learning including individualized instruction, problem solving assignments and small-group work.
- Exercised flexibility within the classroom addressing students' needs through special accommodations.
- Co-Taught in Language Arts, Math, and Social Studies classroom grades 6,7, and 8.
- Monitored and assessed student goals and reported to parents four times yearly.
- Planned and conducted lessons and activities for all subject areas
- Supported students both in both academic and social situations.

**Glen A. Wilson High School, Hacienda Heights, California**

*Education Specialist, 2003-2004*

- Co-ordinated and developed IEPs based on students' assessed needs.
- Developed, taught, and evaluated lessons in Algebra, Science and English 4 for students receiving special education services.
- Collaborated with general education teachers to ensure students' success in the general education program.

**Glen A. Wilson High School, Hacienda Heights, California**

*Instructional Assistant, 2000-2003*

- Ran small and whole groups in the special education classroom
- Assisted teachers with lesson planning and writing IEPs
- Supported students mainstreamed in the general education classroom,

» Areas of Proficiency

- \* Parent & Teacher Meetings
- \* Team Collaboration
- \* Technology Integration
- \* Teacher Support

- \* Individualized Educational Plans
- \* Special Education Law
- \* Student Motivation
- \* Parent Support

- \* Staff Development
- \* Assessment and identification
- \* Behavioral Difficulties
- \* Team Building

## Mr. M. Fareed Farukhi, CPA

8612 Pinyon Street, Buena Park, CA 90620

Cell: 714-356-6102

### **EDUCATION**

- Bachelor Degree in Business and Accounting, CPA from Cal State Los Angeles

### **EMPLOYMENT EXPERIENCE**

- CPA is the Managing Partner at Farukhi & Company, LLP in Orange CA. Mr. Farukhi has over thirty-five years of tax, business consulting and M&A experience. The Firm consults for small to mid-size companies both domestic and international, advise high net-worth individuals and companies on tax and business strategies including working with non-profit entities.

### **NON-PROFIT EXPERIENCE**

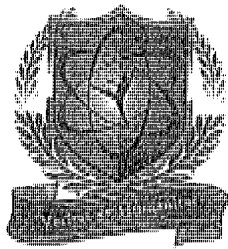
- Mr. Farukhi has served on various for-profit and non-profit Boards. He was the past Chairman of the Board of a private school The New Horizon School System
- Current the Board Member of GAOLS and GOALS Academy in Anaheim
- Immediate past Chairman of the Board at the Islamic Society of Orange County in Garden Grove
- Past Executive Board Member of the Indus Entrepreneurs (TIE).
- Mr. Farukhi is the Founder and Chairman of the Board of Universal Heritage and Research Center (UHRC), a startup non-profit, whose mission is to foster cross cultural engagement, education, research and understanding of people of all backgrounds. An initiative to peace building through arts, music and culture in embracing humanity of its richness and diversity.

### **COMMUNITY INVOLVEMENT**

- He has been active in the Orange County and Los Angeles communities serving and working in various capacities with organizations on issues dealing with homelessness, immigration, cultural diversity and understating, education, interfaith, health care and other social issues in providing direct services and resources. Organized and volunteered in election campaigns of various candidates running for public office. Previously served on the Board of NCCJ and CCEJ and currently serving on the Board of Orange County Interfaith Network (OCIN).

### **KEY QUALITIES**

- Mr. Farukhi is a community leader, a visionary and a bridge builder to collaborate with people and communities for positive social change.



Better World  
Conservatory  
of the Arts & Sciences

## TAB 7: Conflict of Interest Policy



Better World  
Conservatory  
of the Arts & Sciences

---

## BETTER WORLD PUBLIC SCHOOLS CONFLICT OF INTEREST POLICY

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached appendices, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the Better World Public Schools ("Better World")

Individuals holding designated positions shall file their statements of economic interests with Better World Public Schools, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.) Upon receipt of the statements for the Members of the Board, and the Co-Executive Directors, Better World Public Schools shall make and retain copies and forward the originals to the Fair Political Practices Commission. All other statements will be retained by Better World Public Schools.

Adopted: 7/15/2018





---

## CONFLICT OF INTEREST POLICY

### I. PURPOSE

The purpose of this Conflict of Interest Policy (“Policy”) is to protect **Better World Public Schools and Better World Preparatory** (“Charter School”) interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Charter School. This Policy is intended to supplement, but not replace, (i) any applicable state and federal laws governing conflicts of interest applicable to California public charter schools; and (ii) the Charter School’s Conflict of Interest Code, adopted pursuant to the Political Reform Act (Government Code Section 81000 *et seq.*), including the exhibits attached thereto.

### II. DESIGNATED EMPLOYEES

Employees of this Charter School, including members of the Board of Directors (“Board”) and candidates for election and/or appointment to the Board, who hold positions that involve the making or participation in the making, of decisions that may foreseeably have a material effect on any financial interest, shall be “designated employees.”

1. Interested Person- Any director, principal officer, key employee or member of a committee with board of director delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest- A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- An ownership or investment interest in any entity with which Better World Public Schools has a transaction or arrangement.
- A compensation arrangement with Better World Public Schools or with any entity or individual with which Better World Public Schools has a transaction or arrangement, or
- A potential ownership or investment interest in, or compensation arrangement with any entity or individual with which Better World Public Schools is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.



---

### III. DUTY TO DISCLOSE

#### 1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees considering the proposed transaction or arrangement.

#### 2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists.

#### 3. Procedures for Addressing the Conflict of Interest

- An interested person may make a presentation at the governing board meeting but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- The chairperson of the board of directors shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- After exercising due diligence, the board of directors shall determine whether Better World Public Schools can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in Better World Public School's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

#### 4. Violations of the Conflicts of Interest Policy

If the governing board of directors has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

Adopted: 7/15/2018



---

If after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board of directors determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action and/or up to immediate termination.

#### **IV. DISQUALIFICATION**

No designated employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family.

#### **V. MANNER OF DISQUALIFICATION**

##### **A. Non-Board Member Designated Employees**

When a non-Board member designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Principal who shall record the employee's disqualification. In the case of a designated employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

##### **B. Board Member Designated Employees**

Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. After disclosure of the disqualifying interest and all material facts, he/she shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board members shall decide if a conflict of interest exists. If the Board determines that a conflict of interest exists, the Corporation shall not enter into a contract or transaction (1) in which a director or designated employee directly or indirectly has a material financial interest; or (2) with any other corporation, firm, association, or other entity in which one or more of the Corporation's directors or designated employees is a director and has a material financial interest.

This disclosure shall be made part of the Board's meeting minutes. The Board meeting minutes shall include the names of the persons who disclosed or otherwise were found to have a disqualifying interest in connection with an actual or possible conflict of interest, the nature of

Adopted: 7/15/2018



Better World  
Preparatory School

**BETTER WORLD PUBLIC SCHOOLS  
CONFLICT OF INTEREST POLICY ACKNOWLEDGEMENT FORM**


Better World Public Schools: Conflict of Interest Verification/Signature

I, Maribel Galan, Board Member/Director/Officer of Better World Public Schools hereby certify that as of the date that this certification is made and except as fully described in the signed statement attached hereto:

1. That I do not have and am aware that it is impermissible for me to have a financially beneficial relationship resulting in excess benefit transaction with any competitor, client, supplier or subordinate of Better World Public Schools which impairs my ability to exercise good judgment on behalf of Better World Public Schools, creating an actual or potential conflict of interest. I understand this includes family relationship by virtue of blood (i.e. grandparents, parents, brothers, sisters and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, director, board member or partner.
2. That I have not and will not receive any compensation from the parties mentioned above for any services as an officer, board member or authorized agent or otherwise.
3. That if any of the types of relationships or situations described above should arise, I will immediately and fully disclose (not to exceed 10 business days) the relevant circumstances to an immediate supervisor or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists.
4. That if an actual or potential conflict is determined, Better World Public Schools may take whatever corrective action appears appropriate according to the circumstances and that failure to disclose facts shall constitute grounds for disciplinary action and/or up to termination.
5. That I have received and fully read Better World Public School's Conflict of Interest Policy. I understand Better World Public School's Conflict of Interest Policy and accept and agree to comply with the information contained within Better World Public School's Conflict of Interest Policy
6. I understood that Better World Public Schools is a non profit organization and in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish on or more of its tax exempt purposes.

Maribel Galan

Print Name

 7/30/13

Sign Name and Date



Better World  
Preparatory School

**BETTER WORLD PUBLIC SCHOOLS  
CONFLICT OF INTEREST POLICY ACKNOWLEDGEMENT FORM**

Better World Public Schools: Conflict of Interest Verification/Signature

I, Cynthia Wang, Board Member/Director/Officer of Better World Public Schools hereby certify that as of the date that this certification is made and except as fully described in the signed statement attached hereto:

1. That I do not have and am aware that it is impermissible for me to have a financially beneficial relationship resulting in excess benefit transaction with any competitor, client, supplier or subordinate of Better World Public Schools which impairs my ability to exercise good judgment on behalf of Better World Public Schools, creating an actual or potential conflict of interest. I understand this includes family relationship by virtue of blood (i.e. grandparents, parents, brothers, sisters and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, director, board member or partner.
2. That I have not and will not receive any compensation from the parties mentioned above for any services as an officer, board member or authorized agent or otherwise.
3. That if any of the types of relationships or situations described above should arise, I will immediately and fully disclose (not to exceed 10 business days) the relevant circumstances to an immediate supervisor or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists.
4. That if an actual or potential conflict is determined, Better World Public Schools may take whatever corrective action appears appropriate according to the circumstances and that failure to disclose facts shall constitute grounds for disciplinary action and/or up to termination.
5. That I have received and fully read Better World Public School's Conflict of Interest Policy. I understand Better World Public School's Conflict of Interest Policy and accept and agree to comply with the information contained within Better World Public School's Conflict of Interest Policy.
6. I understand that Better World Public Schools is a non profit organization and in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax exempt purposes.

Cynthia Wang  
Print Name

[Signature] 7/17/18  
Sign Name and Date



Better World  
Preparatory School

**BETTER WORLD PUBLIC SCHOOLS  
CONFLICT OF INTEREST POLICY ACKNOWLEDGEMENT FORM**

Better World Public Schools: Conflict of Interest Verification/Signature

I, Fran de Leon, Board Member/Director/Officer of Better World Public Schools hereby certify that as of the date that this certification is made and except as fully described in the signed statement attached hereto:

1. That I do not have and am aware that it is impermissible for me to have a financially beneficial relationship resulting in excess benefit transaction with any competitor, client, supplier or subordinate if Better World Public Schools which impairs my ability to exercise good judgment on behalf of Better World Public Schools, creating an actual or potential conflict of interest. I understand this includes family relationship by virtue of blood (i.e. grandparents, parents, brothers, sisters and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, director, board member or partner.

2. That I have not and will not receive any compensation from the parties mentioned above for any services as an officer, board member or authorized agent or otherwise.

3. That if any of the types of relationships or situations described above should arise, I will immediately and fully disclose (not to exceed 10 business days) the relevant circumstances to an immediate supervisor or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists.

4. That if an actual or potential conflict is determined, Better World Public Schools may take whatever corrective action appears appropriate according to the circumstances and that failure to disclose facts shall constitute grounds for disciplinary action and/or up to termination.

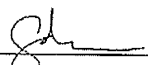
5. That I have received and fully read Better World Public School's Conflict of Interest Policy. I understand Better World Public School's Conflict of Interest Policy and accept and agree to comply with the information contained within Better World Public School's Conflict of Interest Policy

6. I understood that Better World Public Schools is a non profit organization and in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish on or more of its tax exempt purposes.

Fran de Leon

\_\_\_\_\_  
Print Name

7/20/2018

  
Sign Name and Date



Better World  
Preparatory School

**BETTER WORLD PUBLIC SCHOOLS  
CONFLICT OF INTEREST POLICY ACKNOWLEDGEMENT FORM**

Better World Public Schools: Conflict of Interest Verification/Signature

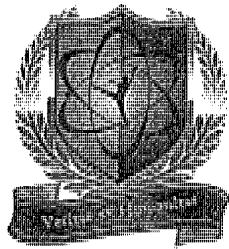
I, Leah Lito, Board Member/Director/Officer of Better World Public Schools hereby certify that as of the date that this certification is made and except as fully described in the signed statement attached hereto:

1. That I do not have and am aware that it is impermissible for me to have a financially beneficial relationship resulting in excess benefit transaction with any competitor, client, supplier or subordinate if Better World Public Schools which impairs my ability to exercise good judgment on behalf of Better World Public Schools, creating an actual or potential conflict of interest. I understand this includes family relationship by virtue of blood (i.e. grandparents, parents, brothers, sisters and children), marriage (including common-law marriage, if recognized by the State), or adoption with any officer, director, board member or partner.
2. That I have not and will not receive any compensation from the parties mentioned above for any services as an officer, board member or authorized agent or otherwise.
3. That if any of the types of relationships or situations described above should arise, I will immediately and fully disclose (not to exceed 10 business days) the relevant circumstances to an immediate supervisor or any other appropriate supervisor, for a determination as to whether a potential or actual conflict exists.
4. That if an actual or potential conflict is determined, Better World Public Schools may take whatever corrective action appears appropriate according to the circumstances and that failure to disclose facts shall constitute grounds for disciplinary action and/or up to termination.
5. That I have received and fully read Better World Public School's Conflict of Interest Policy. I understand Better World Public School's Conflict of Interest Policy and accept and agree to comply with the information contained within Better World Public School's Conflict of Interest Policy

6. I understood that Better World Public Schools is a non profit organization and in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish on or more of its tax exempt purposes.

Leah Lito  
Print Name

[Signature] 7/30/18  
Sign Name and Date



**Better World  
Conservatory**  
of the Arts & Sciences

## **TAB 8: Potential Facilities Plan**





**List of Facilities for Intended School Location**

Better World Conservatory of the Arts and Sciences intends on securing a facility within the city of Anaheim for the 2020-2021 school year. Based on current fiscal projections and facilities requirements, it is recommended that the facility support a total square footage of 7,802 square feet in the first year and up to 26,000 or more square feet by the 5th year, inclusive of classroom, circulation and support areas (see Facilities Worksheet in the 5 Year Budget).

**Year 1 -5  
Facility Needs**

(see Facilities Worksheet in the 5 Year Budget).

**Lease Payments**

Determine How Much Space You Need and Anticipated Lease Payments

Contact Local Brokers to Get an Estimate on Commercial Prices in Your Target Neighborhood  
\$ 0.30 \$ Sq./Ft. per month

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Enrollment (From Assumptions Tab)</b>					
Grades K-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	232	232	232	232	232
Grades 9-12	-	116	232	348	464
<b>Total</b>	<b>232</b>	<b>348</b>	<b>464</b>	<b>580</b>	<b>696</b>

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Classroom Count (based on Student:Teacher ratio entered on Assumptions tab)</b>					
Grades K-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	8	8	8	8	8
Grades 9-12	-	4	8	11	16
<b>Total</b>	<b>8</b>	<b>12</b>	<b>16</b>	<b>19</b>	<b>24</b>

	Recommended Sq. Ft per Class
Grades K-3	1,000
Grades 4-6	750
Grades 7-8	750
Grades 9-12	850

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Building Square Footage</b>					
Classroom Square Footage	6,000	9,400	12,800	15,050	19,600
Circulation and Support Areas	1,800	2,820	3,840	4,515	5,880
Specialty Rooms	2	2	2	2	2
<b>Total Square Footage Needed</b>	<b>7,802</b>	<b>12,222</b>	<b>16,642</b>	<b>19,567</b>	<b>25,482</b>

Circulation and Support

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Cost Estimates</b>					
Cost Per Year	28,087	43,999	59,911	70,441	91,735
Monthly Lease Amount	2,341	3,667	4,993	5,870	7,645
Cost Per Student Per Year \$	\$ 121	\$ 126	\$ 129	\$ 121	\$ 132
% of Budget on Facilities	1%	1%	1%	1%	1%

**FACILITY OPTION 1 - Prop 39**

The best current option, in partnership with Anaheim Union High School District, is the short or long term leasing of available space or co-locate on an existing campus.

Better World Conservatory of the Arts and Sciences is prepared to work beside AUHSD in offering a high quality educational program at a location that is easily accessible to families throughout the community.



**Better World  
Conservatory**  
of the Arts & Sciences

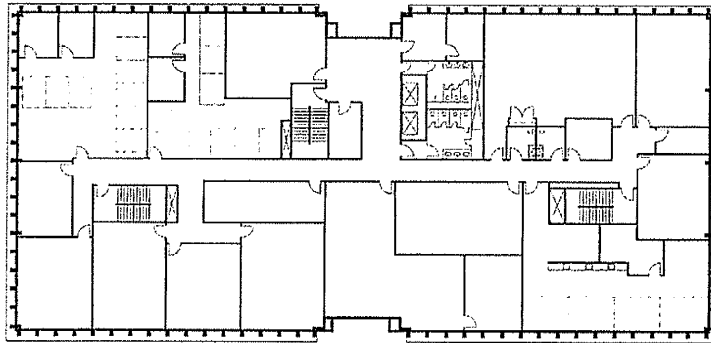
### **FACILITY OPTION 2 - Leasing Facilities at 511 N. Brookhurst Street - The former Everest College**

In the case that Better World BWCAS is unable to open its doors at one of the District's campuses, it will pursue private leasing options, ensuring that the facility is entirely up to all safety codes and District expectations. This option allows for Better World CAS to build a strong partnership with a local educational agency embedded within the community.

The second facility currently being reviewed is the closed Everest College campus located 511 N. Brookhurst Street. This location offers 17,787 square feet which will allow BWCAS to serve all students in years 1-3. This short term lease option would be accompanied by a plan for relocation to a longer term location that will support Better World Preparatory growth projections over the course of 5 years.

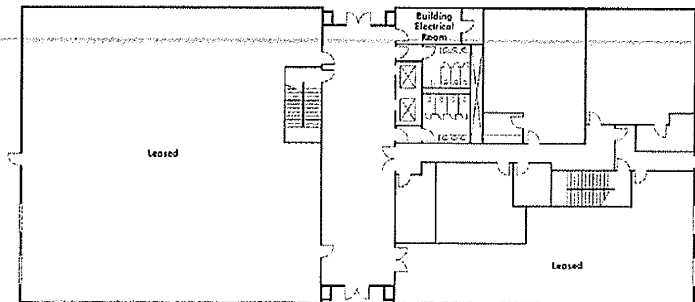
**FOR LEASE: ±32,395 SF**  
**511 N. BROOKHURST ST.**  
ANAHEIM, CA 92801

**SECOND FLOOR: ±14,516 RSF**



**FOR LEASE: ±32,395 SF**  
**511 N. BROOKHURST ST.**  
ANAHEIM, CA 92801

**FIRST FLOOR: ±3,271 RSF**



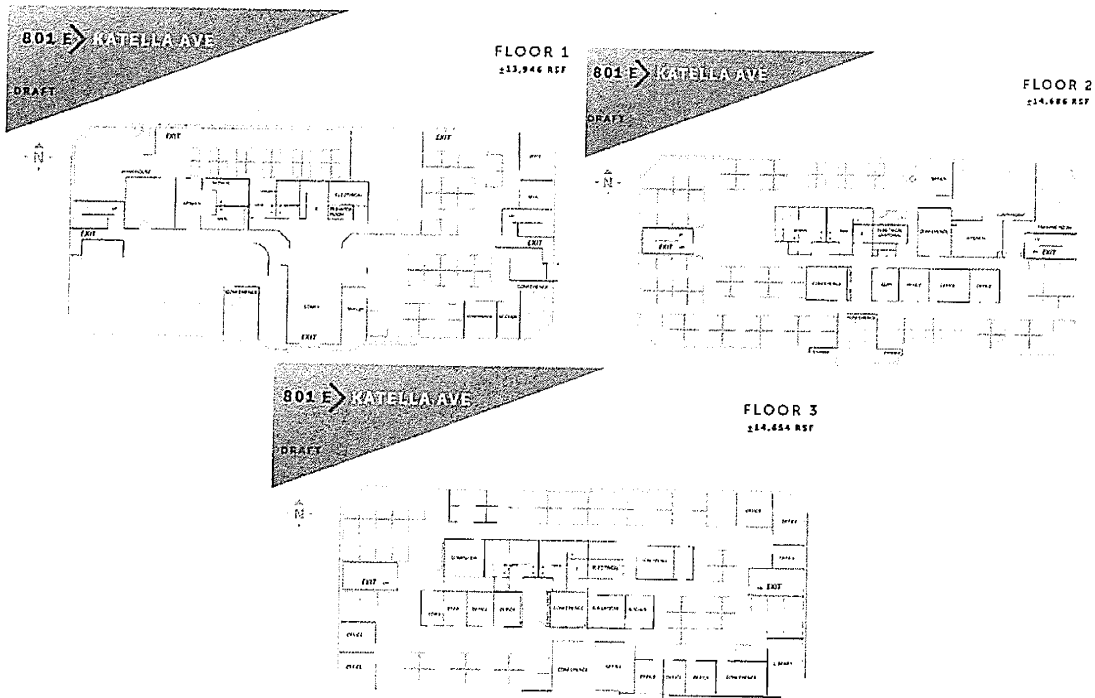


**Better World  
Conservatory**  
of the Arts & Sciences

### **FACILITY OPTION 3 - Leasing Facilities at 801 East Katella Avenue, Anaheim**

The third option for a facility is a building located at 801 Katella Avenue in the city of Anaheim. This location offers 43,286 square feet which will allow BWCAS to serve all students in years 1-5

Should we move forward with this option or one like it, Better World Public BWCAS will work with a charter school facilities financing and development company such as Charter School Capital or American Charter Development to ensure readiness of the facilities.





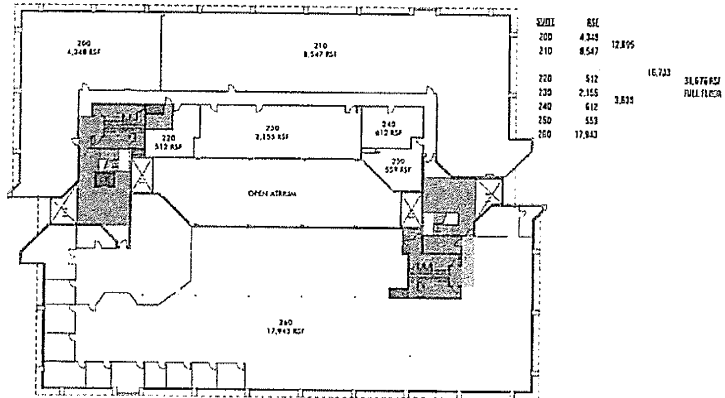
**FACILITY OPTION 3 - Leasing Facilities at 1240 South State College Blvd, Anaheim**

The third option for a facility is a building located at 1240 South State College Blvd in the city of Anaheim. This location offers 67,622 square feet which will allow BWCAS to serve all students in years 1-5

While this location is located in the city of Anaheim, it is not a central location and will require significant grounds development to support a school, including the installation of classroom units. Should we move forward with this option or one like it, Better World CAS will work with a charter school facilities financing and development company such as Charter School Capital or American Charter Development.

**67,622 SF OFFICE BUILDING**

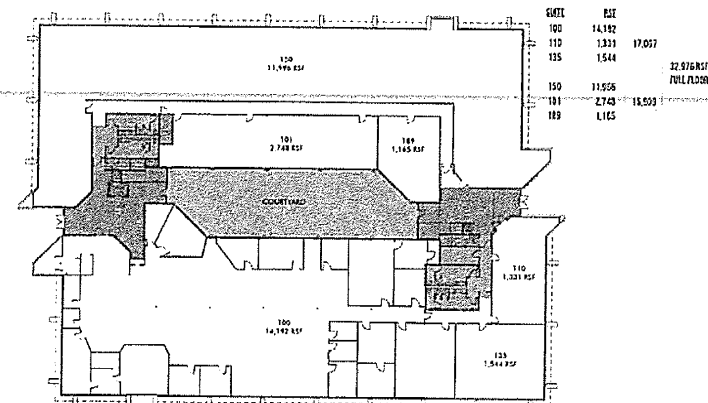
**SECOND FLOOR**



\*MEASUREMENTS ARE ESTIMATES ONLY

**67,622 SF OFFICE BUILDING**

**FIRST FLOOR**



\*MEASUREMENTS ARE ESTIMATES ONLY



**Better World  
Conservatory**  
of the Arts & Sciences

## **CONCLUSION**

The ultimate goal of Better World CAS is to partner with the Anaheim Union High School District and add to the options for schooling it offers families in the city. Given this, we are eager to house the program at a location both ideal for the District and the residents.

## Better World Conservatory of the Arts & Sciences Charter School Facilities Worksheet

The facilities needs of each charter school are unique and vary widely based on the mission of the school and the students that the school serves. However, many charter developers and operators have asked for some rules of thumb as they begin their search. This template will provide general guidelines on size of building and what you may be able to afford to pay in rent or in mortgage payments.

Before you begin the facilities search, the Association recommends you speak with experts in your area. NCB Capital Impact has also created a helpful guide on charter school facilities entitled *The Answer Key*.

### Lease Payments

#### Determine How Much Space You Need and Anticipated Lease Payments

Contact Local Brokers to Get an Estimate on Commercial Prices in Your Target Neighborhood  
 \$ 0.30 \$ Sq./Ft. per month

Enrollment (From Assumptions Tab)	Year 1	Year 2	Year 3	Year 4	Year 5
Grades K-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	232	232	232	232	232
Grades 9-12	-	116	232	348	464
<b>Total</b>	<b>232</b>	<b>348</b>	<b>464</b>	<b>580</b>	<b>696</b>

#### Classroom Count (based on Student:Teacher ratio entered on Assumptions tab)

Grades K-3	-	-	-	-	-
Grades 4-6	-	-	-	-	-
Grades 7-8	8	8	8	8	8
Grades 9-12	4	4	8	11	16
<b>Total</b>	<b>8</b>	<b>12</b>	<b>16</b>	<b>19</b>	<b>24</b>

Grades	Recommended Sq. Ft. per Class
Grades K-3	1,000
Grades 4-6	750
Grades 7-8	750
Grades 9-12	850

#### Building Square Footage

Classroom Square Footage	6,000	9,400	12,800	15,050	19,600
Circulation and Support Areas	1,800	2,820	3,840	4,515	5,880
Specialty Rooms	2	2	2	2	2
<b>Total Square Footage Needed</b>	<b>7,802</b>	<b>12,222</b>	<b>16,642</b>	<b>19,567</b>	<b>25,482</b>

Circulation and Support 30%

#### Cost Estimates

Cost Per Year	28,087	43,999	59,911	70,441	91,735
Monthly Lease Amount	2,341	3,667	4,993	5,870	7,645
Cost Per Student Per Year \$	121	126	129	121	132
% of Budget on Facilities	1%	1%	1%	1%	1%

**SB740 Facilities Funding**

Determine your school's eligibility for SB740 Facilities Funding and see an estimate for the amount of this funding based on the above facilities assumptions. **NOTE: This tool is intended for initial planning purposes only. You should consult a charter advisor to determine your school's actual eligibility.**

In order to qualify for SB740 funding, your school must have at least 70% of students enrolled be physically located in an elementary school attendance area where at least 70% of students enrolled are eligible for FRL. Eligible charter schools are funded at \$150 per unit or ADA, up to 75% of its annual facilities rent and lease costs for the school.

	Year 1	Year 2	Year 3	Year 4	Year 5
Population (from [Assumptions] tab)	80%	80%	80%	80%	80%
school qualify based on enrollment?	Yes	Yes	Yes	Yes	Yes
located in a qualifying attendance area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Estimated Lease Cost Per Year	28,087	43,999	59,911	70,441	91,735
Estimated SB740 Funding \$	21,065	32,999	44,933	52,831	68,801

**Mortgage Payments**

After two years of operations, a charter school may be able to borrow funds to acquire or renovate a facility. Please fill out the model below based on your long term strategic plan. This will provide you with a ballpark figure on what you may be able to borrow and what the total project size you could afford.

**School Information**

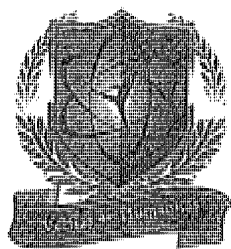
Number of Students (ADA)	696	How many students will you have in your permanent facility?
Revenue Per ADA	\$ 8,051	
Budget % to Pay for Facilities Loan Debt	15%	Association recommends between 12% and 15% for debt service
Cash Available for Down Payment	\$ -	

**Loan Terms**

Interest Rate (Annual)	6.00%	Call lenders for current figures
Amortization (Years)	6	20 - 25 years for acquisition loans; 10 - 20 years for tenant improvements
Loan to Value	100%	80 - 90% is common for charter schools

**Loan Amount**

Annual Affordable Loan Payments	\$ 840,524
Loan Amount	\$ 4,226,000
Cash Needed	\$ -
<b>TOTAL POSSIBLE PROJECT SIZE</b>	<b>\$ 4,226,000</b>



Better World  
Conservatory  
of the Arts & Sciences

**TAB: Articles of Incorporation**



4242117

ARTICLES OF INCORPORATION

OF

Better World Conservatory of the Arts and Sciences

FILED *MM*  
Secretary of State  
State of California

IPC FEB 06 2019



I.

The name of the corporation shall be Better World Conservatory of the Arts and Sciences

II.

The place in this state where the principal office of the Corporation is to be located is 11060 Adoree Street, Norwalk, California 90650.

III.

Said corporation is organized exclusively for charitable purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

The specific purpose of this corporation is to the development of the whole child; scholarly, socially responsible, self-aware, self-expressive, service-oriented students of the world who actively and collectively work beside teachers, community organizers, and artists toward a sustainable and just society for all.

IV.

The name in the State of California of this corporation's initial agent for service of process is:

LegalZoom.com, Inc.

V.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation except from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of future federal tax code, or (b) by a corporation,(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

VI.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the date below.

Date: 2/4/2019

LegalZoom.com, Inc., Incorporator



By: Cheyenne Moseley, Assistant Secretary

**ACTION BY WRITTEN CONSENT  
OF THE SOLE INCORPORATOR  
OF  
Better World Conservatory of the Arts and Sciences,  
A California Nonprofit Corporation,  
February 19, 2019**

The undersigned, acting as the sole incorporator of Better World Conservatory of the Arts and Sciences, a California Nonprofit Corporation (the "Corporation"), hereby approves and adopts the following resolutions by this written consent without a meeting (this "Written Consent") pursuant to the California Nonprofit Corporation Law, which shall be effective upon the commencement of the Corporation's existence:

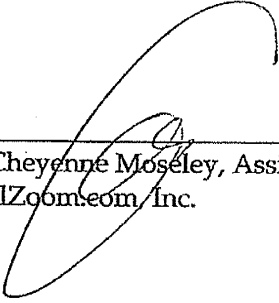
RESOLVED, that each person named below is hereby elected to serve as a Director of the Corporation until such time as his or her successor is duly elected and qualified:

Maribel Galan  
Sue Jin Kim

RESOLVED FURTHER, that the officers of the Corporation, as elected by the Corporation's Board of Directors, are authorized and directed to insert a copy of this Written Consent in the minute book of the Corporation.

RESOLVED FURTHER, that the undersigned, the sole incorporator of the Corporation, hereby resigns as the incorporator of the Corporation, effective upon the commencement of the Corporation's existence.

IN WITNESS WHEREOF, the undersigned executes this Written Consent as of the date set forth above.

  
\_\_\_\_\_  
By: Cheyenne Moseley, Assistant Secretary  
LegalZoom.com, Inc.

4125569

ARTICLES OF INCORPORATION  
OF  
Better World Public Schools Inc.

FILED  
SECRETARY OF STATE  
STATE OF CALIFORNIA

MAR -5 2018

I.

The name of the corporation shall be Better World Public Schools Inc.

II.

The place in this state where the principal office of the Corporation is to be located is 11060 Adoree Street, Norwalk, California 90650.

III.

Said corporation is organized exclusively for charitable purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

The specific purpose of this corporation is to development of the whole child; scholarly, socially responsible, self-aware, self-expressive, service-oriented students of the world who actively and collectively work beside teachers, community organizers, and artists toward a more sustainable and just society for all.

IV.

The name in the State of California of this corporation's initial agent for service of process is:

LegalZoom.com, Inc.

## V.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation except from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of future federal tax code, or (b) by a corporation (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

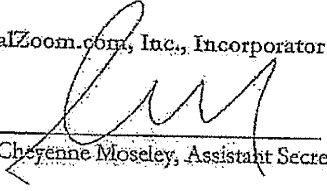
## VI.

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on the date below.

Date: 3/1/2018

LegalZoom.com, Inc., Incorporator

  
By: Cheyenne Moseley, Assistant Secretary

ACTION BY WRITTEN CONSENT  
OF THE SOLE INCORPORATOR  
OF  
Better World Public Schools Inc.,  
A California Nonprofit Corporation,  
March 22, 2018

The undersigned, acting as the sole incorporator of Better World Public Schools Inc., a California Nonprofit Corporation (the "Corporation"), hereby approves and adopts the following resolutions by this written consent without a meeting (this "Written Consent") pursuant to the California Nonprofit Corporation Law, which shall be effective upon the commencement of the Corporation's existence:

RESOLVED, that each person named below is hereby elected to serve as a Director of the Corporation until such time as his or her successor is duly elected and qualified:

Maribel Galan  
Sue Jin Kim

RESOLVED FURTHER, that the officers of the Corporation, as elected by the Corporation's Board of Directors, are authorized and directed to insert a copy of this Written Consent in the minute book of the Corporation.

RESOLVED FURTHER, that the undersigned, the sole incorporator of the Corporation, hereby resigns as the incorporator of the Corporation, effective upon the commencement of the Corporation's existence.

IN WITNESS WHEREOF, the undersigned executes this Written Consent as of the date set forth above.



\_\_\_\_\_  
By: Cheyenne Moseley, Assistant Secretary  
LegalZoom.com, Inc.

Date of this notice: 02-20-2019

Employer Identification Number:  
83-3657684

Form: SS-4

Number of this notice: CP 575 E

BETTER WORLD CONSERVATORY OF THE  
ARTS AND SCIENCES  
11060 ADOREE STREET  
NORWALK, CA 90650

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-3657684. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search [www.irs.gov](http://www.irs.gov) for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit [www.irs.gov/charities](http://www.irs.gov/charities).

Date of this notice: 03-22-2018

Employer Identification Number:  
82-4890952

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:  
1-800-829-4933

BETTER WORLD PUBLIC SCHOOLS INC  
11060 ADOREE STREET  
NORWALK, CA 90650

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-4890952. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

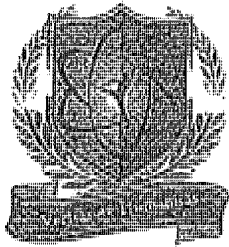
When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search [www.irs.gov](http://www.irs.gov) for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit [www.irs.gov/charities](http://www.irs.gov/charities).





Better World  
Conservatory  
of the Arts & Sciences

TAB: Bylaws

# Better World Public Schools Board



## BYLAWS OF BETTER WORLD PUBLIC SCHOOLS, a California Nonprofit Public Benefit Corporation

### ARTICLE 1: OFFICES

#### Section 1.1 Principal Office

The principal office for the transaction of the business of the Corporation shall be located at 11060 Adoree St. Norwalk, CA 90650, in Los Angeles County, California. The Board of Directors may change the principal office from one location to another, and this section shall be amended accordingly.

#### Section 1.2 Other Offices

The Board of Directors may at any time establish branch offices, either within or outside the State of California, in order to advance the proper purposes of the Corporation.

### ARTICLE 2: OBJECTIVES AND PURPOSES

This Corporation has been formed under the California Nonprofit Public Benefit Corporation Law for the purposes stated in the Articles of Incorporation, including any amendments thereto. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign of or in opposition to any candidate for public office.

### ARTICLE 3: DEDICATION OF ASSETS

The properties and assets of this Corporation are irrevocably dedicated to public benefit and/or charitable purposes. No part of the net earnings, properties, or assets of this Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any Director or Officer of this Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of this Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its exempt status under Internal Revenue Code §501(c)(3).

# Better World Public Schools Board



## ARTICLE 4: NO MEMBERS

This Corporation shall have no members within the meaning of the California Nonprofit Public Benefit Corporation Law. All rights which would otherwise by law vest in the members shall vest in the Board.

## ARTICLE 5: DIRECTORS

### Section 5.1 Powers

- (a) General Corporate Powers. The business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.
- (b) Specific Powers. Without prejudice to their general powers, the Directors shall have the power to:
  - (i) elect and remove the Officers of the Corporation; prescribe any powers and duties for them that are consistent with the law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation, if any.
  - (ii) Change the principal executive office or the principal business office in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country, and conduct business within or outside the State of California; and designate any place within the State of California for the holding of any meeting.
  - (iii) Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the Corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt.
  - (iv) Adopt, make, and use a corporate seal and alter the form of the seal.

### Section 5.2 Number of Directors

The number of Directors shall be not less than three (3) nor more than eleven (11), with the exact authorized number of Directors to be determined by the Board from time to time. This may be increased or reduced by majority vote of the currently elected Board.

### Section 5.3 Term of Office; Election.

- (a) The Directors shall each serve until June 30<sup>th</sup> of the final year of their term, or the date his or her successor is elected. A term may not exceed four (4) years. A Director may choose and be elected to serve another term and may not serve more than two consecutive terms.
- (b) Directors shall be elected by a majority vote of the Directors at a Board meeting, including the vote(s) of any Director whose term of office expires with that meeting.

## Better World Public Schools Board



- (c) The Chairperson of the Board shall be selected by a majority vote of the Directors at the last meeting of the fiscal year. The President or Chairperson shall serve a four (4) year term and may only serve one term.
- (d) A vacancy on the Board shall occur in the event of (i) the death, resignation or removal of any Director; (ii) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court of competent jurisdiction to have breached a duty under the California Nonprofit Public Benefit Corporation Law; (iii) the failure of the Board of Directors, at any meeting at which any Director is to be elected, to elect the number of Directors required to be elected at such meeting; or (iv) the increase in the number of Directors. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of Directors is less than a quorum, by (i) the unanimous consent of the Directors then in office, (b) the affirmative vote of the majority of Directors then in office at a meeting held according to notice in compliance with the provisions of the Ralph M. Brown Act, or (c) a sole remaining Director.
- (e) Except as designated below, any Director may resign by giving written notice to the President or Chairperson of the Board, to the Secretary, or to the Board of Directors. The resignation shall be effective when notice is given unless the notice specifies a later time for the resignation to become effective. Except on notice to the California Attorney General, no Director may resign if the Corporation would be left without a duly elected Director.
- (f) Any Director may be removed, with or without cause, by a vote of the majority of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of the meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act.

### Section 5.4 Compensation of Directors

Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

### Section 5.5 Restriction on Employee Directors

No current employees of the Corporation may serve on the Board of Directors. The Board of Directors may adopt other policies circumscribing potential conflicts of interest.

### Section 5.6 Non-Liability of Directors

No Director shall be personally liable for the debts, liabilities or other obligations of this Corporation.

### Section 5.7 Contracts with Non-Director Designated Employees

This Corporation shall not enter into a contract or transaction in which a non Director designated employee directly or indirectly has a material financial interest unless all of the requirements of the Corporation's Conflict of Interest Policy have been fulfilled.

### Section 5.8 Compliance with Laws Governing Student Records

# Better World Public Schools Board



This Corporation and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA").

## Section 5.9 Non-Discrimination

This Corporation shall not discriminate on the basis of race, religion, national origin, gender, age or sexual orientation in hiring, firing or admissions.

## ARTICLE 6: CALIFORNIA CHARTER SCHOOL RELATED MEETINGS

### Section 6.1 Place of Meetings

Meetings shall be conducted at the principal office of the Corporation. The Board of Directors may also designate that a meeting be held at any place within California that has been identified notice in compliance with the provisions of the Ralph M. Brown Act.

### Section 6.2 Meetings

All meetings of the Board of Directors shall be called, noticed and held in compliance with the provisions of the Ralph M. Brown Act. The Board of Directors shall meet at least four (4) times a year for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. Meetings shall be held at a time, date and place as may be specified and noticed by the Board of Directors.

### Section 6.3 Regular Meetings

Regular meetings of the Board of Directors shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least seventy two (72) hours before a regular meeting, the Board of Directors, or its designee, shall post an agenda containing a brief description of each item of business to be transacted or discussed at the meeting.

### Section 6.4 Special Meetings

- (a) Special meetings of the Board of Directors for any purpose may be called at any time by the Chairperson of the Board, the Executive Directors, or any two (2) Directors. The party calling a special meeting shall determine the place, date and time. In accordance with the Ralph M. Brown Act, special meetings may be held only after twenty-four (24) hours notice is given to each Director and to the public through the posting of an agenda containing a description of the general nature of the business proposed. Pursuant to the Ralph M. Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:
- (b) Any such notice shall be addressed or delivered to each Director at the Director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the Director for purposes of notice, or, if an address is not shown on the Corporation's records

## Better World Public Schools Board



or is not readily ascertainable, at the place at which the meetings of the Directors is regularly held.

- (c) Notice by mail or email shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- (d) The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice, may be transacted at a special meeting.

### Section 6.5 Quorum

During open session, a majority of the directors then in office shall constitute a quorum. For purposes of closed session, a majority of the directors then in office and eligible to vote on the closed session item shall constitute a quorum. All acts or decisions of the Board of Directors shall be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of Directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

### Section 6.6 Telephone Conference Meetings

Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Ralph M. Brown Act are followed:

- (a) At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the school districts in which the Corporation's schools operate;
- (b) All votes taken during a teleconference meeting shall be by roll call;
- (c) If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- (d) All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference locations; and
- (f) The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

### Section 6.7 Adjournment

A majority of the Directors present, whether or not constituting a quorum, may adjourn any

# Better World Public Schools Board



meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the provisions of the Ralph M. Brown Act.

## ARTICLE 7: NON-CALIFORNIA CHARTER SCHOOL RELATED MEETINGS

### Section 7.1 Place of Board of Directors Meetings

Meetings shall be held at the principal office of the corporation. The Board of Directors may designate that a meeting be held at any place within or outside of California that has been designated by resolution of the Board of Directors or in the notice of the meeting.

### Section 7.2 Meetings by Telephone or Other Telecommunications Equipment

Any Board of Directors meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

- (a) Each member participating in the meeting can communicate concurrently with all other members.
- (b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose or to interpose an objection to, a specific action to be taken by the corporation.
- (c) The Board of Directors has adopted and implemented a means of verifying both of the following:
  - (i) A person communicating by telephone, video screen, or other communications equipment is a director entitled to participate in the Board of Directors meeting;
  - (ii) All statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.

### Section 7.3 Regular Meetings

Regular meetings of the Board of Directors shall be held at such times and places as may from time to time be fixed by the Board of Directors. The Board of Directors shall hold regular and special meetings for purposes of organization and transaction of other business. Notice of this meeting is not required if conducted pursuant to these bylaws.

### Section 7.4 Authority to Call Special Meetings

Special meeting of the Board of Directors for any purpose may be called at any time by the

# Better World Public Schools Board



Chairperson of the Board, if any, the Executive Directors or the Secretary, but may only be conducted if two-thirds of the Board of Directors vote that a situation warranting a special meeting exists.

## Section 7.5 Notice of Meetings

Regular meetings of the Board may be held without notice if conducted pursuant to these Bylaws. Special meetings of the Board shall be held upon four (4) days written notice by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, electronic mail, facsimile, or telegraph. If sent by mail or telegraph, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the telegraph company. Such notices shall be addressed to each director at his or her address as shown on the books of the Corporation. Notice of time and place of holding an adjourned meeting need not be given to absent directors if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting. The notice shall state the time of the meeting and the place, if the place is other than the corporation's principal office and the business to be transacted at the meeting.

## Section 7.6 Waiver of Notice and Consent to Hold Meetings

The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with corporate records or made a part of the minutes of the meeting.

## Section 7.7 Action Without Meeting

Any action that the Board is required or permitted to take may be taken without a meeting if all Board members consent in writing to the action; provided, however, that the consent of any director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested director" as defined in Corporations Code section 5233 shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

## ARTICLE 8: COMMITTEES

### Section 8.1 Committees of Directors



# Better World Public Schools Board



The Board of Directors may, by resolution adopted by a majority of the Directors then in office, designate one or more committees consisting of at least two (2) or more Directors to serve at the pleasure of the Board. Meetings of committees pursuant to Article 6 of these bylaws shall comply with the provisions of the Ralph M. Brown Act, including those provisions concerning advisory committees as set forth therein. Minutes of each such meeting shall be kept and filed with the corporate records. Any committee, to the extent provided in the resolution of the Board, shall have all or a portion of the authority of the Board, except that no committee, regardless of the Board resolution, may:

- (a) Take any final action on any matter that under the California Nonprofit Public Benefit Law also requires approval of the members or approval by a majority of the members;
- (b) Fill vacancies on the Board of Directors or on any committee;
- (c) Amend or repeal the Articles of Incorporation or Bylaws or adopt new Bylaws;
- (d) Amend or repeal any resolution of the Board that by its express terms is not so amendable or subject to repeal;
- (e) Designate any other committee of the Board or appoint the members of any committee;
- (f) Approve any transaction (i) to which the Corporation is a party and as to which one or more Directors has a material financial interest, or (ii) between the Corporation and one or more of its Directors or between the Corporation and any corporation or firm in which one or more of its Directors has a material financial interest.

## Section 8.2 Executive Committee

The Board may appoint two (2) or more Directors and the Chairperson to serve as the Executive Committee of the Board. The Chairperson shall serve as chairperson of the Executive Committee. The Executive Committee, unless limited by a resolution of the Board, shall have and may exercise all the authority of the Board in the management of the business and affairs of the Corporation between meetings of the Board.

## Section 8.3 Compensation Committee and Compensation Review

At any time this Corporation compensates its Executive Directors, the Corporation shall have a Compensation Committee consisting of at least three (3) Directors and exclusively of Directors. The Compensation Committee shall review the compensation of the Executive Directors, as well as of such other Officers of the Corporation as the Compensation Committee determines appropriate. This review shall occur when such officer is hired, when the term of employment of such officer is renewed or extended, and when the compensation of such officer is modified, unless the modification applies to substantially all of the employees of this corporation. Based on its review, the Compensation Committee shall recommend just and reasonable compensation amounts to the Board. At the request of the Executive Directors or the Board, the Compensation Committee shall review any issue involving staff compensation and benefits, including but not limited to housing, health, and retirement plans.

## Section 8.4 Audit Committee

# Better World Public Schools Board



At all times that this Corporation is required by applicable law to have an independent audit, or at any time the Corporation voluntarily chooses to do so, the Corporation shall have an Audit Committee consisting of at least three (3) Directors and may include nonvoting advisors. The Audit Committee shall perform the duties and adhere to the guidelines set forth from time to time by the Board. These duties include, but are not limited to: (i) assisting the Board in choosing an independent auditor and recommending termination of the auditor, if necessary, (ii) negotiating the auditor's compensation, (iii) conferring with the auditor regarding the Corporation's financial affairs, and (iv) reviewing and accepting or rejecting the audit. Members of the Audit Committee shall not receive compensation for their service on the Audit Committee. If the Corporation has a Finance Committee, a majority of the members of the Audit Committee may not concurrently serve as members of the Finance Committee, and the Chair of the Audit Committee may not serve on the Finance Committee.

## Section 8.5 Advisory Committees

The Board may establish one or more Advisory Committees to the Board. The members of any Advisory Committee may consist of Directors or nondirectors. Advisory committees may not exercise the authority of the Board to make decisions on behalf of the corporation, but shall be limited to making recommendations to the Board or the Board's authorized representatives and to implementing Board decisions and policies. Advisory Committees shall be subject to the supervision and control of the Board.

## Section 8.6 Meeting and Action of Committees

The Board of Directors may adopt rules for any committee not inconsistent with the provisions of these Bylaws.

## ARTICLE 9: OFFICERS

### Section 9.1 Number of Officers

The officers of the Corporation shall be a Chairperson, Secretary and Treasurer, and such other officers, if any, as the Board of Directors may from time to time appoint. Any two (2) or more offices may be held by the same person, except neither the Secretary nor the Treasurer may serve concurrently as the Chair or chairman of the Board. Further, no individual may act in more than one capacity where action of two or more officers is required.

### Section 9.2 Election of Officers

The officers of the corporation shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board.

### Section 9.3 Removal of Officers

The Board of Directors may remove any officer with or without cause. An officer who was not

# Better World Public Schools Board



chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the powers of removal.

## Section 9.4 Resignation of Officers

Any Officer may resign at any time by giving written notice to the Board of Directors, the Executive Directors, or the Secretary of the Corporation. Any resignation shall take effect at the date of receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

## Section 9.5 Vacancies in Office

A vacancy in any Office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that Office.

## Section 9.6 Responsibilities of Officers

### (a) The Executive Directors .

The Executive Directors shall be the general managers of the Corporation and shall supervise, direct and control the Corporation's activities, affairs, and officers. The Executive Directors shall be responsible to the Board of Directors, shall see that the Board is advised on all significant matters of the Corporation's business, and shall see that all orders and resolutions of the Board are carried into effect. The Executive Directors shall be empowered to act, speak for, or otherwise represent the Corporation between meetings of the Board within the boundaries of policies and purposes established by the Board and as set forth in the Articles of Incorporation and these Bylaws. The Executive Directors shall perform other duties as may be prescribed by the Board of Directors or the Bylaws.

### (b) Chairperson.

He or she shall have such other powers and duties as may be prescribed by the Board or these Bylaws. The Chairperson shall preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned by the Board or prescribed by the Bylaws. The Chairperson will be responsible to the Board, shall see that the Board is advised on all significant matters of the Corporation's business, and shall see that all orders and resolutions of the Board are carried into effect. The Chairperson shall be responsible for keeping the Board informed at all times of staff performance as related to program objectives, and for implementing any personnel policies adopted by the Board.

### (c) Vice Chairperson.

In the absence or disability of the Chairperson, the Vice Chairperson designated by the Board, shall perform all the duties of the Chairperson and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Chairperson . The Vice

## Better World Public Schools Board



Chairperson shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board.

- (d) Secretary. The Secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings and actions of Directors and committees of Directors. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, or special, and if special, how authorized; the notice given; and the names of those Directors present at such meetings. The Secretary shall keep or cause to be kept a copy of the Articles of Incorporation and Bylaws, as amended to date. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required by the Bylaws to be given. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.
- (e) Treasurer. The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation. The books of account shall be open to inspection by any Director at all reasonable times. The treasurer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; shall disburse funds of the Corporation as may be ordered by the Board of Directors; shall render to the Executive Directors and Directors, whenever they request it, an account of all financial transactions and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws. If required by the Board of Directors, the treasurer shall give the Corporation a bond in the amount and with the surety specified by the Board for the faithful performance of the duties of his or her office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from office.

### ARTICLE 10: RECORDS AND REPORTS

#### Section 10.1 Maintenance of Articles and Bylaws

The Corporation shall keep at its principal executive office the original or a copy of its Articles and Bylaws as amended to date.

#### Section 10.2 Maintenance of Other Corporate Records

The accounting books, records, and minutes of the proceedings of the Board of Directors and any committee(s) of the Board of Directors shall be kept at such place or places designated by the Board of Directors, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept in either written or typed form or in any other form capable of being converted

## Better World Public Schools Board



into written, typed, or printed form.

### Section 10.3 Inspection by Directors

Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and each of its subsidiary corporations. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents. This right of inspection may be limited by FERPA or other such similar laws.

### Section 10.4 Annual Report

Within 120 days after the end of the Corporation's fiscal year, the Executive Directors shall furnish or cause to be furnished a written report to all Directors containing the following information:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted for particular purposes, for the fiscal year;
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any transaction during the previous fiscal year involving more than \$50,000 in which the Corporation (or its parent or subsidiaries, if any) was a party and in which any Director or Officer of the Corporation has a direct or indirect financial interest, or any of a number of such transactions in which the same person had a direct or indirect financial interest and which transactions in the aggregate involved more than \$50,000; and
- (f) Any other information required under these Bylaws.

The report shall be accompanied by any report of independent accountants or, if there is no such report, by the certificate of an authorized officer of this Corporation that such statements were prepared without an audit from the books and records of this Corporation.

### Section 10.5 Financial Audit

The Corporation shall obtain a financial audit for any tax year in which it receives or accrues gross revenue of \$2 million or more, excluding grant or contract income from any governmental entity for which the governmental entity requires an accounting. Any audited financial statements obtained by the Corporation, whether or not required by law, shall be made available for inspection by the Attorney General and by the general public within 9 months after the close of the fiscal year to which the statements relate. For 3 years, such statements (a) shall be available at the Corporation's principal, regional, and district offices during regular business hours and (b) shall be made available either by mailing a copy to any person who so requests in person or in writing, or by posting them on the Corporation's website.

# Better World Public Schools Board



## ARTICLE 11: INDEMNIFICATION OF DIRECTORS AND OFFICERS

### Section 11.1 Right to Indemnification

To the fullest extent permitted by law, this Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any action or proceeding by reason of the fact that such person is or was an Officer, Director, or agent of this Corporation, or is or was serving at the request of this Corporation as a Director, Officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding, to the fullest extent permitted under the California Nonprofit Corporation Law.

In determining whether indemnification is available to the Director, Officer, or agent of this Corporation under California law, the determination as to whether the applicable standard of conduct set forth in Corporations Code §5238 has been met shall be made by a majority vote of a quorum of Directors who are not parties to the proceeding. If the number of Directors who are not parties to the proceeding is less than two-thirds of the total number of Directors seated at the time the determination is to be made, the determination as to whether the applicable standard of conduct has been met shall be made by the court in which the proceeding is or was pending.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

### Section 11.2 Insurance

This Corporation shall have the power and shall use its best efforts to purchase and maintain insurance on behalf of any Director, Officer, or agent of the Corporation, against any liability asserted against or incurred by the Director, Officer, or agent in any such capacity or arising out of the Director's, Officer's, or agent's status as such.

## ARTICLE 12: CONTRACTS AND LOANS WITH DIRECTORS AND OFFICERS

### Section 12.1 Contracts with Directors and Officers

- (a) No Director or Officer of this Corporation, nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Directors or Officers are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or other transaction with this Corporation, unless (i) the material facts regarding such Director's or Officer's financial interest in such contract or transaction and/or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and are noted in the minutes, or are known to all members of the Board prior to consideration by the Board of such contract or transaction; (ii) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the vote or votes of

## Better World Public Schools Board



such interested Director(s); (iii) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation under the circumstances that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (iv) this Corporation enters into the transaction for its own benefit, and the transaction is fair and reasonable to this Corporation at the time the transaction is entered into.

- (b) The provisions of this Section do not apply to a transaction which is part of an educational or charitable program of the Corporation if it: (i) is approved or authorized by the Corporation in good faith and without unjustified favoritism; and (ii) results in a benefit to one or more Directors or Officers or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this Corporation.

### Section 12.2 Loans to Directors and Officers

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless approved by the Attorney General of the State of California; provided, however, that the Corporation may advance money to a Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of the duties of such Director or Officer, provided that in the absence of such advance such Director or Officer would be entitled to be reimbursed for such expenses by the Corporation.

## ARTICLE 13: FISCAL YEAR

The fiscal year of the Corporation shall end on June 30.

## ARTICLE 14: AMENDMENTS

These Bylaws may be adopted, amended, or repealed by a majority vote of the entire Board of Directors.

## ARTICLE 15: CONSTRUCTION AND DEFINITIONS

### Section 15.1 Construction and Definitions

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular.

### Section 15.2 Electronic Transmission

## Better World Public Schools Board



Subject to any guidelines and procedures that the Board of Directors may adopt from time to time, the terms "written", and "in writing" as used in these Bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means and may include electronic transmissions, such as facsimile or email, provided (i) for electronic transmissions from the Corporation, the Corporation has obtained an unrevoked written consent from the recipient to the use of such means of communication; (ii) for electronic transmissions to the Corporation, the Corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.



# Better World Public Schools Board

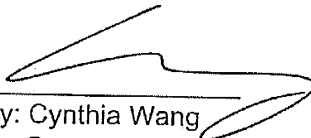


## CERTIFICATE OF SECRETARY

I, the undersigned, the duly elected Secretary of Better World Public Schools, a California nonprofit public benefit corporation, do hereby certify:

That the foregoing Bylaws consisting of sixteen (16) pages were adopted as the Bylaws of the Corporation by the Directors of the Corporation on March 18, 2018 and the same do now constitute the Bylaws of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this on March 18, 2018.

  
By: Cynthia Wang  
Its: Corporate Secretary

# LCFF Budget Overview for Parents

EXHIBIT C

Local Educational Agency (LEA) Name: Anaheim Union High School District

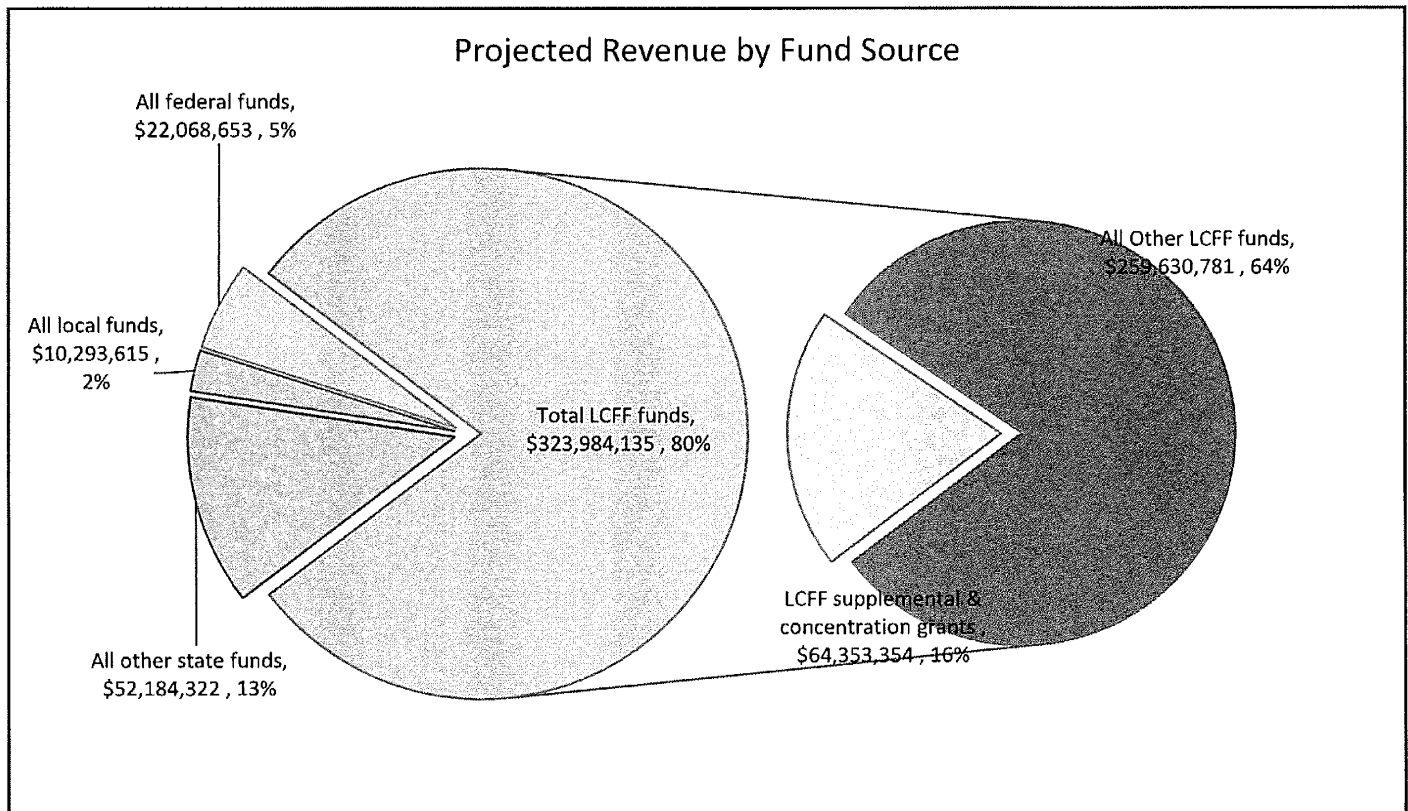
CDS Code: 30-66431

Local Control and Accountability Plan (LCAP) Year: 2019-20

LEA contact information: Manuel Colon, (714) 999-3579, colon\_m@auhsd.us

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2019-20 LCAP Year

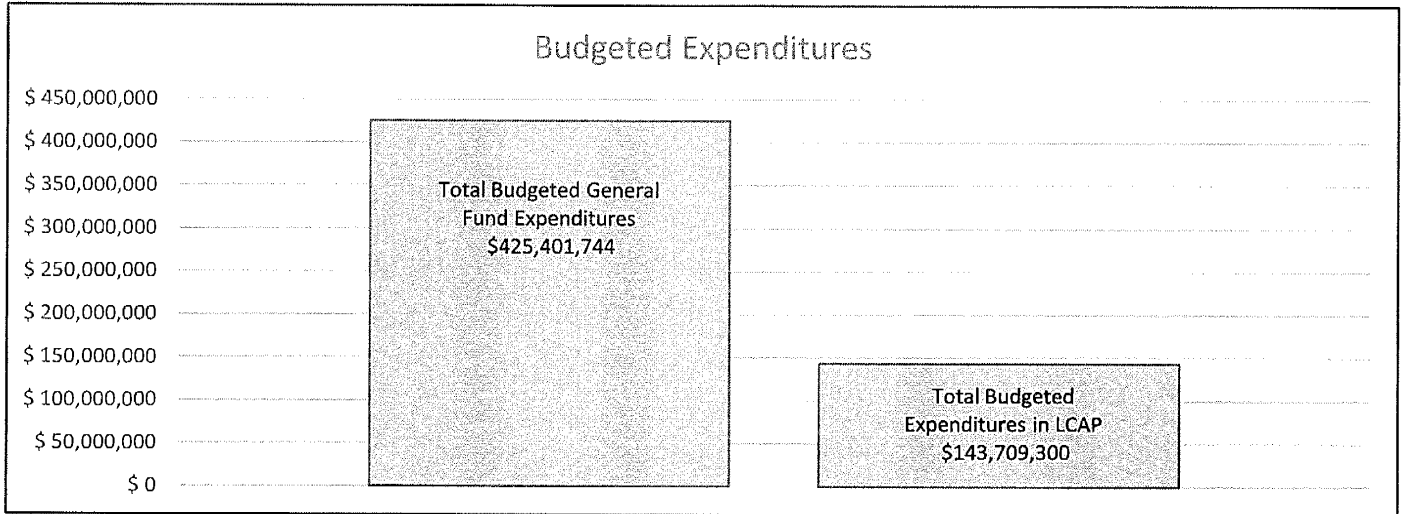


This chart shows the total general purpose revenue Anaheim Union High School District expects to receive in the coming year from all sources.

The total revenue projected for Anaheim Union High School District is \$408,530,725.00, of which \$323,984,135.00 is Local Control Funding Formula (LCFF), \$52,184,322.00 is other state funds, \$10,293,615.00 is local funds, and \$22,068,653.00 is federal funds. Of the \$323,984,135.00 in LCFF Funds, \$64,353,354.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.

# LCFF Budget Overview for Parents



This chart provides a quick summary of how much Anaheim Union High School District plans to spend for 2019-20. It shows how much of the total is tied to planned actions and services in the LCAP.

Anaheim Union High School District plans to spend \$425,401,744.00 for the 2019-20 school year. Of that amount, \$143,709,300.00 is tied to actions/services in the LCAP and \$281,692,444.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Base funding for salaries and benefits are not included in the LCAP. District expenditures from maintenance projects, and bond projects are not included in the LCAP

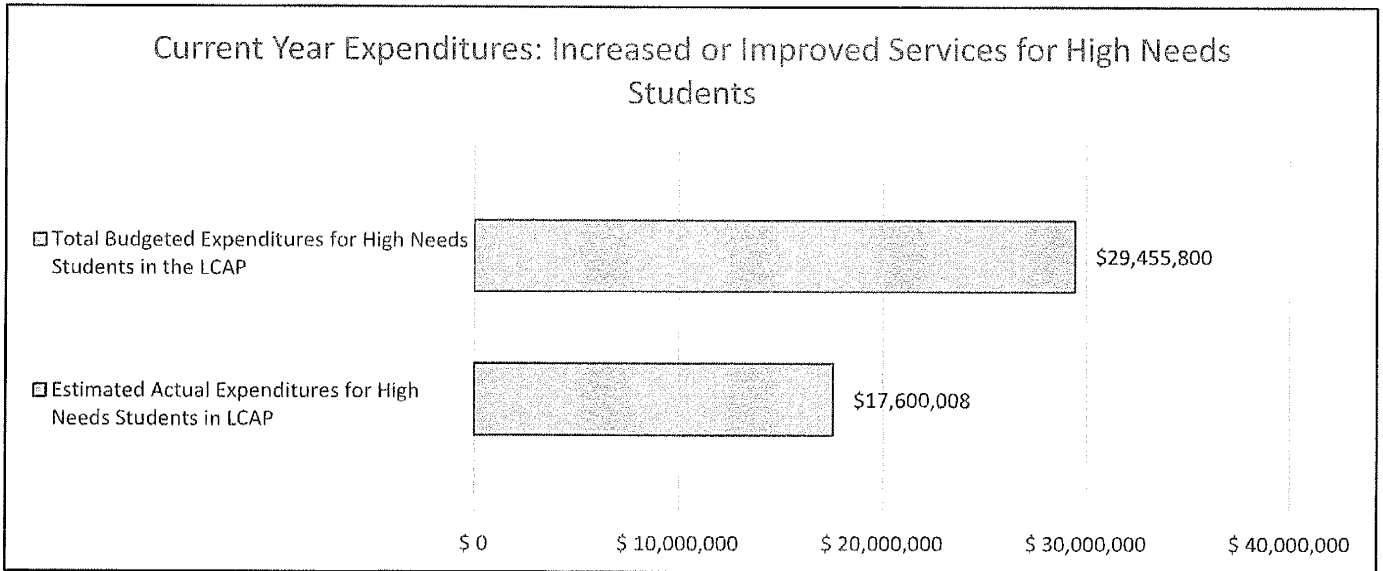
## Increased or Improved Services for High Needs Students in 2019-20

In 2019-20, Anaheim Union High School District is projecting it will receive \$64,353,354.00 based on the enrollment of foster youth, English learner, and low-income students. Anaheim Union High School District must demonstrate the planned actions and services will increase or improve services for high needs students compared to the services all students receive in proportion to the increased funding it receives for high needs students. In the LCAP, Anaheim Union High School District plans to spend \$19,490,800.00 on actions to meet this requirement. The additional improved services described in the LCAP include the following:

Many of the District LCAP actions provide services for all students since a majority of school sites serve high percentages of unduplicated pupils.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2018-19



This chart compares what Anaheim Union High School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Anaheim Union High School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2018-19, Anaheim Union High School District's LCAP budgeted \$29,455,800.00 for planned actions to increase or improve services for high needs students. Anaheim Union High School District estimates that it will actually spend \$17,600,008.00 for actions to increase or improve services for high needs students in 2018-19. The difference between the budgeted and actual expenditures of \$11,855,792.00 had the following impact on Anaheim Union High School District's ability to increase or improve services for high needs students:

There was no significant impact to the planned services and actions. The difference was the result of including positions that were funded with base funds instead of supplemental funds.

# Local Control Accountability Plan and Annual Update (LCAP) Template

Addendum: General instructions & regulatory requirements.

Appendix A: Priorities 5 and 6 Rate Calculations

Appendix B: Guiding Questions: Use as prompts (not limits)

California School Dashboard: Essential data to support completion of this LCAP. Please analyze the LEA's full data set; specific links to the rubrics are also provided within the template.

LEA Name	Contact Name and Title	Email and Phone
Anaheim Union High School District	Manuel Colon, Chief Academic Officer	colon_m@auhsd.us 714-999-3573

## 2017-20 Plan Summary

### The Story

Describe the students and community and how the LEA serves them.

#### General Information

The Anaheim Union High School District (AUHSD), founded in 1898, is an urban secondary school district with a student population of approximately 30,000. The District covers 46 square miles and stretches across the cities of Anaheim, Cypress, Buena Park, La Palma, and Stanton. Students span grades seven through twelve, speak 48 different languages in their homes, attend 20 campuses, and come to us from five feeder-elementary school districts. Seventy-four percent of AUHSD students are low-income, as indicated by participation in the National School Lunch Program, and 21.5% are English learners (EL). The demographic profile also indicates the following regarding student groups: 67.8% Hispanic, 13.1% Asian, 5.9% White, 4.3% Filipino, 2.2% African-American, 1.6% two or more races, .6% Pacific Islander, and 0.4% Native American.

The District is proud to have six California Distinguished Schools: Oxford Academy, which is also a National Blue Ribbon School; Cypress, Kennedy, and Western high schools; and Lexington and Walker junior high schools. Eight of the District's schools became Gold Ribbon Schools in 2015: Anaheim, Loara, and Savanna high schools, and Brookhurst, Dale, South, Sycamore, and Walker junior high schools. Five more of the District's schools became Gold Ribbon Schools in 2017: Cypress, Kennedy, and Western high schools, Lexington Junior High School, and Oxford Academy. Additionally, the state of California recognized eight schools with Civic Learning Awards.

All AUHSD schools implement a variety of programs focused on developing critical thinking, communication, collaboration, creativity, and character. These 5 C's help drive diverse academic programming, such as, Puente AVID, GEAR-UP, Advanced Placement classes, Career Technical Education programs, and Visual and Performing Arts programs.

#### AUHSD Vision Statement

The Anaheim Union High School District will graduate socially aware, civic-minded students who are college and career ready for the 21st century.

### **AUHSD Mission Statement**

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:

- High academic achievement based on a strong foundation of knowledge and skills
- 21<sup>st</sup> century learning skills for students to act as problem solvers and critical thinkers
- Readiness for post-secondary education, career options, and civic and social responsibility

### **LCAP Highlights**

Identify and briefly summarize the key features of this year's LCAP.

#### **Goal 1- All students will demonstrate college, career, and life readiness and success through the implementation of the 5 C's (critical thinking, communication, collaboration, creativity, and character).**

AUHSD will provide professional learning on strategies to develop critical thinking, creativity, communication, collaboration, and character. Civic learning training across all content areas will be provided, with the expectation that what students learn in the classroom will apply to the larger community.

Continued implementation of District-wide agreed upon pedagogical best practices for EL students will include; classroom instruction with collaboration, intentional lesson design that allows EL students to speak at least 30% of the period, opportunities for EL students to write daily, and monitoring student learning and adjusting instruction while teaching.

AUHSD is a leader in developing collaborative relationships with corporations, businesses, government agencies and, colleges and universities. AUHSD will continue to implement all components of the Anaheim Union Educational Pledge and strengthen community partnerships to provide robust post-secondary transition opportunities for students.

#### **Goal 2- Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.**

AUHSD will continue to implement and refine parent involvement activities that increase parental understanding of the pedagogy used to prepare students for college and career. These activities include; providing training to parents on how to monitor student progress, continuing to provide Parent Learning Walks and parent Leadership Academy, and supporting training for parents in mindfulness.

AUHSD is committed to providing a family and community resource center at all school sites and staffing these centers with Family and Community Engagement Specialists (FACES).

#### **Goal 3- Provide and nurture a safe, reflective, responsive, and positive school culture.**

AUHSD is committed to meeting the various needs of students. Increasing mental health resources to meet the social and emotional needs of students is a priority. AUHSD will adopt national counseling standards, provide appropriate professional learning for counselors, and monitor implementation of the counseling program. The District will explore implementation models for community-based schools to determine if this model can meet the needs of our students and community.

## **Review of Performance**

Based on a review of performance on the state indicators and local performance indicators included in the California School Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, or

other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying any specific examples of how past increases or improvements in services for low-income students, English learners, and foster youth have led to improved performance for these students.

## **Greatest Progress**

The California School Dashboard indicators of suspension rate and chronic absenteeism are both green. The District's Student Support Services has worked with site administrators and MTSS teams to identify student behaviors that led to suspension and design ways to minimize those behaviors. A District Student Discipline Taskforce was established to provide additional guidance, recommendations, and progress monitoring. The District's Saturday Academy program was expanded to provide additional enrichment learning opportunities for more students and to support improved attendance results.

The District was eligible for Differentiated Assistance starting in 2017-18 for English Learners, Foster Youth and Students with Disabilities. A District level EL Taskforce met and made recommendations. Each school developed an EL team and met to determine how to implement the District recommendations. Tremendous progress with EL students over the past year resulted in that student group no longer being eligible. The District will continue meeting with site level teams to ensure progress continues. Additionally, professional development aimed at English Learners will continue to be delivered.

The Anaheim Union Educational Pledge (The Pledge) is a partnership with Fullerton and Cypress colleges, California State University, Fullerton (CSUF), the University of California, Irvine (UCI), and the City of Anaheim, to ensure that AUHSD graduates achieve their post-secondary goals. Highlights from The Pledge include expanded dual enrollment courses; one year of free tuition for full time students at Fullerton and Cypress colleges; guaranteed admission to UCI for all graduates of AUHSD who enroll at Cypress College or Fullerton College and meet the eligibility requirements of the Transfer Admission Guarantee (TAG) program. The graduating class of 2018 was the first graduating class of Pledge eligible students. Anaheim Elementary joined the Pledge in fall 2018, now extending the partnership and pathway to students beginning in kindergarten.

Anaheim Innovative Mentoring Experience (AIME) program has served more than 3,300 AUHSD students through a tiered mentoring program, which allows for a variety of corporate and community partners to participate in making a difference in the lives of students. Students benefit from mentoring experiences that help them to prepare for the demands of college and career in an authentic environment. Students also make community and personal connections that can last a lifetime. School level coordinators have been added to help connect students to the opportunities available and ensure continued growth of the program.

Dual enrollment opportunities have been expanded to all high school sites with 60 college courses offered through a partnership with North Orange County Community College District (NOCCCD).

There has been a 150% increase in computer devices since the inception of the Local Control Funding Formula (LCFF) and the LCAP; and, many teachers are seamlessly infusing technology with 21<sup>st</sup> century learning strategies to provide all students with increased access to the curriculum.

More than 122 teachers received Civic Learning professional learning/training, and now the District has a cadre of trainer-of-trainers in civics and democracy. Eight of the District's schools have received Civic Learning Awards. These include: Lexington JHS, Civic Learning Award of Excellence; Cypress HS, Civic Learning Award of Excellence; South JHS, Civic Learning Award of Distinction; Savanna HS, Civic Learning Award of Distinction;

Brookhurst JHS, Civic Learning Award of Merit; Oxford Academy, Civic Learning Award of Merit; Walker JHS, Civic Learning Award of Merit; Dale JHS, Civic Learning Award of Merit.

Services to address students' social-emotional needs have been increased and improved through the hiring of additional social workers and providing Capturing Kids Hearts professional learning/training to teachers and staff. Maintaining current staffing level for social workers and providing this professional development for two additional schools will help maintain this success.

Additionally, Measure H facilities projects that provide upgrades, new or renovated classrooms, beautification, and security fencing for District facilities continue to be implemented. Cypress HS, Kennedy HS, Savanna HS and Oxford Academy are major capital projects near completion. Dale Junior High and Western High are other relevant projects beginning this summer. Twenty-first century furniture was implemented in 364 classrooms, during the 2016-

17 and 2017-18 years.

Referring to the California School Dashboard, identify any state indicator or local performance indicator for which overall performance was in the “Red” or “Orange” performance category or where the LEA received a “Not Met” or “Not Met for Two or More Years” rating. Additionally, identify any areas that the LEA has determined need significant improvement based on review of local performance indicators or other local indicators. What steps is the LEA planning to take to address these areas with the greatest need for improvement?

## Greatest Needs

Student performance in English language arts and mathematics are both orange.

Improving mathematics achievement results for all students, with an even greater emphasis on improving mathematics achievement results for EL and SWD subgroups is a priority. The District has targeted the junior high level to begin addressing instruction and achievement. This includes professional learning/training for mathematics teachers during the 2019-20 year. Instructional coaching models are also being explored for implementation during the 2019-20 year.

Improving English language arts (ELA) achievement results for all students, with an even greater emphasis on improving ELA achievement results for EL and SWD student groups. Implementation of a cross-curricular writing journey, which emphasizes writing in all curricular areas, will continue. In depth training for teachers about the ELD standards occurred during the 2018-19 year and will be built upon in the 2019-20 year.

To address these needs, the District is doing the following:

Mathematics curriculum will be reviewed to determine how to make it more accessible for all students, and especially for EL and SWD subgroups.

Teachers and staff continue to receive professional learning/training on strategies to better address students' social and emotional needs; and the District's Student Support Services department will continue to explore grant opportunities and community partnerships, in an effort to provide additional programs/resources to support students' mental health needs.

Referring to the California School Dashboard, identify any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these performance gaps?

## Performance Gaps

An analysis of District data indicates the following performance gaps:

1. Mathematics achievement results indicate performance gaps for EL, FY and SWD student groups.
2. College/Career indicator shows a performance gap for Students with Disabilities.
3. Foster Youth, Students with Disabilities, and students of Two or More races display a performance gap for both absenteeism and suspension rate.
4. Pacific Islander students display a gap in the area of chronic absenteeism.

To address the following performance gaps, the District is doing the following:

The District has targeted the junior high level to begin addressing instruction and achievement in mathematics. This includes professional learning/training for mathematics teachers during the 2019-20 year. Instructional coaching models are also being explored for implementation during the 2019-20 year.

The District has established an EL Taskforce and a SWD Taskforce in order to target the needs of these students. Each school has implemented site level teams to address the needs of these students and implement District recommendations. A Foster Youth Taskforce will be implemented during the 2019-20 year.



Additionally, the District established a Taskforce to address discipline concerns, particularly at the junior high school level. This group has made recommendations to help address issues that impact suspension rate.

## **Comprehensive Support and Improvement**

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts.

### **Schools Identified**

Identify the schools within the LEA that have been identified for CSI.

Brookhurst Junior High  
Gilbert High School  
Hope School  
Polaris Independent Study

### **Support for Identified Schools**

Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

District Administrators met with each of the identified sites in April 2019 to assist in developing the school's plan for 2019-20. Sites conducted needs assessments using 2018-19 data and examined case studies to identify strengths and areas of growth within their school site systems.

Schools identified current practices and interventions that showed evidence of meeting student needs. Additionally, this review of school systems and interventions guided the development of additional interventions and refinement of current interventions for the 2019-20 year.

No resource inequities were identified. However, some sites reallocated funds to activities that were demonstrating the most effectiveness.

### **Monitoring and Evaluating Effectiveness**

Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

District administrators will meet with each site in the first quarter of the 2019-20 year to review their SPSA and current implementation. This meeting will also allow the school and District to adjust any planned activities based on the most current data available.

Additionally, each site will report out to the District on the progress of the school's EL action plan and SWD action plan. This will occur once each semester.

Site principals will be assigned District level-coaching administrators to further assist and ensure consistent implementation of the school's plan.

# Annual Update

LCAP Year Reviewed: 2018–19

Complete a copy of the following table for each of the LEA's goals from the prior year LCAP. Duplicate the table as needed.

## Goal 1

**All students will demonstrate college, career, and life readiness, and success.**

State and/or Local Priorities addressed by this goal:

- State Priorities: **Priority 1**–Basic (Conditions of Learning)
- Priority 2**–Implementation of State Standards (Conditions of Learning)
- Priority 4**–Pupil Achievement (Pupil Outcomes)
- Priority 5**–Pupil Engagement (Engagement)
- Priority 7**–Course Access (Conditions of Learning)
- Priority 8**–Other Pupil Outcomes (Pupil Outcomes)

Local Priorities are indicated through the actions listed in the LCAP, and State Priorities 3 and 6 are not explicitly addressed in Goal 1.

## Annual Measurable Outcomes

### Expected

**Teacher Credentials and Subject Matter Authorizations**

For all AUHSD teachers/all subject areas, 96% of teachers are appropriately assigned, and 99.9% are fully credentialed.

### Actual

**Teacher Credentials and Subject Matter Authorizations**

Actual: For all AUHSD teachers/all subject areas, all teachers are assigned appropriately, and 98.5% are fully credentialed. Teachers who are teaching outside of their subject area are authorized per state Education Code sections 44258.3, 44865, 44257 (c), (d) and Title 5 8005 (b). TARGET PARTIALLY MET.

**Expected**

**Actual**

<p><b>English Learner (EL) Authorization</b> The current percentage of teachers who lack <u>only</u> EL authorization is 0.1% (less than one-half of a percent).</p>	<p><b>English Learner (EL) Authorization</b> Actual: The current percentage of teachers who lack <u>only</u> EL authorization is 0%. One-hundred percent of teachers are EL authorized. TARGET MET.</p>
<p><b>Instructional Materials</b> Maintain sufficient access to standards-aligned instructional materials for all pupils, and 100% compliance with Williams' instructional materials requirements have been maintained.</p>	<p><b>Instructional Materials</b> Actual: Maintain sufficient access to standards-aligned instructional materials for all pupils, and 100% compliance with Williams' instructional materials requirements have been maintained. TARGET MET.</p>
<p><b>Implementation of State Academic Standards</b> Maintain instructional design and delivery that is aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.</p>	<p><b>Implementation of State Academic Standards</b> Actual: Maintain instructional design and delivery that is aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards. TARGET MET.</p>
<p><b>California Assessment of Student Performance and Progress (CAASPP) English Language Arts (ELA) Assessment Results</b> In 2017-18, 51% of students meeting or exceeding standard.</p>	<p><b>California Assessment of Student Performance and Progress (CAASPP) English Language Arts (ELA) Assessment Results</b> Actual: In 2017-18, 43.7% of students meeting or exceeding standard. TARGET NOT MET.</p>
<p><b>California Assessment of Student Performance and Progress (CAASPP) Math Assessment Results</b> In 2017-18, 34% of students meeting or exceeding standard.</p>	<p><b>California Assessment of Student Performance and Progress (CAASPP) Math Assessment Results</b> Actual: In 2017-18, 27.3% of students meeting or exceeding standard. TARGET NOT MET.</p>
<p><b>A-G Completion Rates: All Students</b> Increase to 40% in 2017-18</p>	<p><b>A-G Completion Rates: All Students</b> Actual: 44% of all graduates met A-G Completion requirements in 2017-18. TARGET MET.</p>
<p><b>A-G Completion Rates: Low Income Pupils</b> Increase to 36% in 2017-18</p>	<p><b>A-G Completion Rates: Low Income Pupils</b> Actual: 39% of all graduates met A-G Completion requirements in 2017-18. TARGET MET.</p>
<p><b>A-G Completion Rates: English Learners (EL)</b> Increase to 8% in 2017-18</p>	<p><b>A-G Completion Rates: English Learners (EL)</b> Actual: 18.7% of English Learners graduates met A-G Completion requirements in 2017-18. TARGET MET.</p>
<p><b>Graduation Rate: District-wide</b> Increase to 92% in 2017-18</p>	<p><b>Graduation Rate: District-wide</b> Actual: District Graduation Rate was 86.7% in 2017-18 (CA School Dashboard). Rules for calculating graduation rate changed in 2017-18 to conform to ESSA guidelines.</p>

**Expected**

**Actual**

	<p>DASS schools were included for the first time in calculating district graduation rates in 2017-18. TARGET NOT MET.</p>
<p><b>Graduation Rate: EL</b> Increase to 83% in 2017-18</p>	<p><b>Graduation Rate: EL</b> Actual: Graduation Rate for EL is 74.6% in 2017-18 (CA School Dashboard). Rules for calculating graduation rate changed in 2017-18 to conform to ESSA guidelines. DASS schools were included for the first time in calculating district graduation rates in 2017-18. TARGET NOT MET.</p>
<p><b>Graduation Rate: Students With Disabilities (SWD)</b> Increase to 77% in 2017-18</p>	<p><b>Graduation Rate: Students With Disabilities (SWD)</b> Actual: Graduation Rate for SWD is 67.9% in 2017-18 (CA School Dashboard). Rules for calculating graduation rate changed in 2017-18 to conform to ESSA guidelines. DASS schools were included for the first time in calculating district graduation rates in 2017-18. TARGET NOT MET.</p>
<p><b>Advanced Placement (AP) Participation Rate</b> Increase to 18.5% in 2017-18</p>	<p><b>Advanced Placement (AP) Participation Rate</b> Actual: Advanced Placement (AP) participation rate was 20% in 2017-18. TARGET MET.</p>
<p><b>Advanced Placement (AP) Exam Pass Rate</b> Increase to 57% in 2017-18</p>	<p><b>Advanced Placement (AP) Exam Pass Rate</b> Actual: Advanced Placement (AP) participation rate was 60.4% in 2017-18. TARGET MET.</p>
<p><b>Early Assessment Program (EAP) ELA Results</b> Increase to 24% in 2017-18</p>	<p><b>Early Assessment Program (EAP) ELA Results</b> Actual: Early Assessment Program (EAP) ELA results indicate that 21.7% of students were "Ready for College" in 2017-18. TARGET NOT MET.</p>
<p><b>Early Assessment Program (EAP) Mathematics Results</b> Increase to 12% in 2017-18</p>	<p><b>Early Assessment Program (EAP) Mathematics Results</b> Actual: Early Assessment Program (EAP) Mathematics results indicate that 9.7% of students were "Ready for College" in 2017-18. TARGET NOT MET.</p>
<p><b>EL Progress and Proficiency Report: Making annual progress</b></p>	<p><b>EL Progress and Proficiency Report: Making annual progress</b> Actual: The English Language Proficiency Assessment for California (ELPAC) data for 2017-18 indicated the following for English Learners Level 1 (minimally developed)- 20%      Level 3 (moderately developed)- 27% Level 2 (somewhat developed)- 34%      Level 4 (well developed)- 19%</p>
<p><b>EL Progress and Proficiency Report: ELs enrolled less than 5 years and who score "English Proficient"</b></p>	<p><b>EL Progress and Proficiency Report: ELs enrolled less than 5 years and who score "English Proficient"</b></p>

**Expected**

**Actual**

	<p>Actual: Increased to 23% in 2016-17. AMAO EL measurement no longer used, and no data available for 2017-18.*</p> <p>*As an alternative measurement of progress, the Fall 2017 release of the California School Dashboard rates progress for the entire EL subgroup (6,261 students) as high (83.4%), but there has been a slight decline in performance (1.6%).</p>
<p><b>EL Progress and Proficiency Report: ELs who are enrolled more than 5 years and who score "English Proficient"</b></p>	<p><b>EL Progress and Proficiency Report: ELs who are enrolled more than 5 years and who score "English Proficient"</b></p> <p>Actual: Increased to 50% in 2016-17. AMAO EL measurement no longer used, and no data available for 2017-18.*</p> <p>*As an alternative measurement of progress, the Fall 2017 release of the California School Dashboard rates progress for the entire EL subgroup (6,261 students) as high (83.4%), but there has been a slight decline in performance (1.6%).</p>
<p><b>Percentage of ELs Reclassifying/Redesignating to Fluent English Proficient</b> Increase to 12% in 2017-18</p>	<p><b>Percentage of ELs Reclassifying/Redesignating to Fluent English Proficient</b> Actual: Increased to 15% in 2017-18. TARGET MET</p>
<p><b>Course Access and Other Pupil Outcomes: Enrollment in Visual and Performing Arts (VAPA)</b> Maintain current enrollment percentages from 2017-18 (47%)</p>	<p><b>Course Access and Other Pupil Outcomes: Enrollment in Visual and Performing Arts (VAPA)</b> Actual: In 2018-19, 49.9% of students were enrolled in VAPA courses. TARGET MET.</p>
<p><b>Course Access and Other Pupil Outcomes: Enrollment in Career Technical Education (CTE)</b> Maintain current enrollment percentages from 2017-18 (27.7%)</p>	<p><b>Course Access and Other Pupil Outcomes: Enrollment in Career Technical Education (CTE)</b> Actual: In 2018-19, 28.5% of students were enrolled in CTE courses. TARGET MET.</p>
<p><b>Course Access and Other Pupil Outcomes: Enrollment in World Languages</b> Maintain current enrollment percentages from 2017-18 (41%)</p>	<p><b>Course Access and Other Pupil Outcomes: Enrollment in World Languages</b> Actual: In 2018-19, 42.8% of students were enrolled in World Languages courses. TARGET MET.</p>

## Actions/Services

### Action 1 (1.1–1.15)

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>1.1. Continue to recruit (as needed), retain, and support highly qualified teachers, support staff, and administrators, who provide first, best instruction and/or 21<sup>st</sup> century learning experiences to all students.</p>	<p>1.1. Certificated staff hired to reduce student load. Professional development was provided in the areas of ELD standards, civic engagement, new teacher support, mindfulness and school climate.</p>	<p>a. \$20,031,288-LCFF: Certificated salaries and benefits                      b. \$750,000-Title I, Title II, Title III (130,000), One-Time Funding (620,000): Professional learning/training costs (1102, 1103, 4210, 4390, 5210, 5712, 5805)                      c. \$60,000-One-Time Funding: Professional learning materials (Object Code 4315)                      d. \$8,500-Title II: Software to track professional learning (Object code 5880)</p>	<p>a. \$9,900,000-LCFF S &amp; C: Certificated salaries and benefits                      b. \$2,424,775- Title I, Title II, Title III, LCFF S &amp; C: Professional learning/training costs                      c. \$0-One-Time Funding: Professional learning materials                      d. \$69,000- LCFF S &amp; C: Software to track professional learning</p>
<p>1.2. Instructional design and delivery is aligned with all California State Standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, and all other state adopted standards.</p>	<p>1.2. Curriculum specialists provided curriculum support for all District schools.</p>	<p>a. \$3,066,000 (duplicated amount from Action 1.1)-LCFF: Certificated salaries and benefits                      b. \$750,000 (duplicated amount from Action 1.1)- Title I, Title II, Title III (130,000), One-Time Funding (620,000): Professional learning/training costs (1102, 1103, 4210, 4390, 5210, 5712, 5805)                      c. \$60,000 (duplicated amount from Action 1.1)- One-Time Funding: Professional learning materials (Object code 4315)</p>	<p>a. \$3,106,250 (duplicated amount from Action 1.1a)-LCFF S &amp; C: Certificated salaries and benefits                      b. \$2,424,775- (duplicated amount from 1.1b) Title I, Title II, Title III, LCFF S &amp; C: Professional learning/training costs                      c. \$0 (duplicated amount from Action 1.1c)- One-Time Funding: Professional learning materials (Object code 4315)</p>
<p>1.3. Each school has sufficient instructional materials that are aligned with current California State Standards, including Common Core State Standards (CCSS), ELD Standards, Next Generation Science Standards (NGSS), and</p>	<p>1.3. Instructional materials were provided for numerous content areas. Replacement materials were provided to schools as needed.</p>	<p>a. \$500,000-Lottery: Dual Language and EL instructional materials (Object code 4150)                      b. \$100,000-Lottery: AP Literature and AP Composition textbooks (Object code 4150)                      c. \$1,000,000-Lottery, LCFF: History/Social Science textbooks (Object code 4150)                      d. \$980,000-Lottery: Consumable math textbooks (Object code 4150)</p>	<p>a. \$500,000-Lottery: Dual Language and EL instructional materials (Object code 4150)                      b. \$100,000-Lottery: AP Literature and AP Composition textbooks (Object code 4150)                      c. \$1,000,000-Lottery, LCFF: History/Social Science textbooks (Object code 4150)                      d. \$1,277,000-Lottery: Consumable math textbooks (Object code 4150)</p>

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
all other state adopted standards and frameworks.		<ul style="list-style-type: none"> <li>e. \$500,000-Lottery: Replacement of instructional materials and partial adoptions</li> <li>f. \$200,000-LCFF: NGSS Instructional materials</li> <li>g. \$15,000-Title I: Web-based reading intervention program</li> <li>h. \$113,000-Title I: Snap and Read Intervention Software</li> <li>i. Cloud-based library operating system and online library resource database subscriptions (Object code 5880)</li> <li>j. \$1,130,000-77% E-Rate, 23% LCFF: Enhance technology infrastructure (Object codes 4410, 6490)</li> </ul>	<ul style="list-style-type: none"> <li>e. \$500,000-Lottery: Replacement of instructional materials and partial adoptions (Object code 4150)</li> <li>f. \$200,000-Lottery: NGSS Instructional Materials (Object code 4150)</li> <li>g. \$48,000-LCFF: Cloud-based library operating system (Object code 5880)</li> <li>h. \$65,000-Title I: Online library resource database subscriptions (Object code 5880)</li> <li>i. \$644,100- E-Rate, \$485,900-LCFF S &amp; C: Enhance technology infrastructure (Object codes 4410, 6490)</li> </ul>
1.4. Students and staff have access to a broad range of sustainable technological resources to match students' individual learning needs.	1.4. A broad range of technological resources were provided school sites. Classified staff provided support to sites to maintain current technology.	<ul style="list-style-type: none"> <li>a. \$1,000,000- LCFF: Regular replacement and growth of technology (Object codes 4410, 6490)</li> <li>b. \$1,130,000 (Duplicated amount from Action 1.3.)- 77% E-Rate, 23% LCFF: Enhance technology infrastructure (Object codes 4410, 6490)</li> <li>c. \$656,000- Site LCFF: Educational technology coaches salaries and benefits- one release period for 19 certificated staff (Object code 1101)</li> <li>d. \$619,000-LCFF: Technology site technician salaries and benefits</li> <li>e. \$163,000-LCFF: Network Manager salary and benefits</li> </ul>	<ul style="list-style-type: none"> <li>a. \$1,000,000 LCFF S &amp; C: Regular replacement and growth of technology (Object codes 4410, 6490)</li> <li>b. \$644,100- E-Rate, \$485,900- (duplicated amount from 1.3) LCFF S &amp; C: Enhance technology infrastructure (Object codes 4410, 6490)</li> <li>c. \$656,000- (duplicated amount from 1.1a) Site LCFF: Educational technology coaches- teachers who receive one additional period release time for tech coaching duties (Object code 1101)</li> <li>d. \$638,000-LCFF S &amp; C: Technology site technician salaries and benefits</li> <li>e. \$168,000-LCFF S &amp; C: Network Manager salary and benefits</li> </ul>
1.5. Through First Best Instruction, which begins with intentional lesson	1.5. Assessment team provided data to sites for use in developing SPSSA	<ul style="list-style-type: none"> <li>a. \$315,000-LCFF: Salaries and benefits of assessment director and assessment technician</li> </ul>	<ul style="list-style-type: none"> <li>a. \$320,022-LCFF: Salaries and benefits of assessment director and assessment technician</li> </ul>

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>design, teachers use multiple forms of monitoring of student progress to determine appropriate interventions, as needed.</p>	<p>and EL action plan. Hanover data was used to inform decision making about counseling program and a-g completion.</p>	<p>b. \$105,000-LCFF: Salary and benefits of research/data analyst c. \$42,000-Title I: Hanover Research (Object code 5810)</p>	<p>b. \$105,000-LCFF: Salary and benefits of research/data analyst c. \$40,500-Title I: Hanover Research (Object code 5810)</p>
<p>1.6. Each school implements scheduling structures and adjusts course offerings, as needed, to ensure that students have the opportunity to participate in broad courses of study.</p>	<p>1.6. VAPA director hired to help ensure students have access to courses. CTE course offerings were maintained. Funds spent to provide students additional opportunities for after school programs and activities.</p>	<p>a. \$70,000-LCFF: VAPA Teacher on special assignment (50%) salary and benefits b. \$505,000-Perkins Funds: Instructional materials and equipment (Object codes 4310, 4410, 6490) c. \$50,000-LCFF: Additional resources and professional learning/training to support broader courses of study (Object codes 1102, 1103, 4310, 5210) d. \$94,000-LCFF: Intramural sports for grades 7-8 (Object codes 1103, 4310, 4410) e. \$40,000-LCFF: Transportation for McKinney-Vento, and Foster Youth students (Object code 5721)</p>	<p>a. \$70,000-LCFF S &amp; C: VAPA Teacher on special assignment (50%) salary and benefits b. \$505,000-Perkins Funds: Instructional materials and equipment (Object codes 4310, 4410, 6490) c. \$50,000- (duplicated amount from 1.1b) LCFF: Additional resources and professional learning/training to support broader courses of study (Object codes 1102, 1103, 4310, 5210) d. \$317,100- LCFF S &amp; C: Intramural sports for grades 7-8 (Object codes 1103, 4310, 4410) e. \$40,000-LCFF S &amp; C: Transportation for McKinney-Vento, and Foster Youth students (Object code 5721)</p>
<p>1.7. District and schools continue to refine the vertical alignment of all courses, including A-G courses, courses that precede A-G courses, and Honors and Advanced Placement (AP) courses.</p>	<p>1.7. Certificated salaries for additional teachers and counselors. AVID tutors provided academic support for students. Summer opportunities were provided.</p>	<p>a. \$25,000-Site Title I, site Title II: Professional learning/training for teachers (Object codes 1102, 1103, 4310) b. \$188,000-LCFF: 1.5 FTE IB teachers' salaries and benefits c. \$1,010,000-LCFF: Counselor salaries and benefits d. \$350,000- Title I (\$100,000), LCFF (\$250,000): Summer learning academy to improve students' language, literacy and numeracy skills (Object codes 1103, 4150, 4310) e. \$30,000-LCFF: Summer Leadership/Film Academy to develop students'</p>	<p>a. \$25,000- (duplicated amount from 1.1b) Site Title I, site Title II: Professional learning/training for teachers (Object codes 1102, 1103, 4310) b. \$236,473-LCFF S &amp; C: 1.5 FTE IB teachers' salaries and benefits c. \$870,000-LCFF S &amp; C: Counselor salaries and benefits d. \$150,000- Title I, \$200,000 LCFF S &amp; C: Summer learning academy to improve students' language, literacy and numeracy skills (Object codes 1103, 4150, 4310) e. \$30,000-LCFF S &amp; C: Summer Leadership/Film Academy to develop students'</p>



Estimated Actual Expenditures

Budgeted Expenditures

Actual Actions/Services

Planned Actions/Services

<p>1.8. Improve instructional model for English Learners (EL) to increase access to, and completion of, A-G courses.</p>	<p>1.8. The instructional model for English Learners was improved through support staff and use of the AVID Excel program.</p>	<p>communication skills (Object codes 1103, 4150, 4310)</p> <p>f. \$75,500-GEAR UP, Title I, Title III: AVID Summer Training (Object Code 5210)</p> <p>g. \$300,000-Site Title I (\$200,000), Site LCFF (\$100,000): AVID tutors' salaries</p> <p>h. \$190,000-LCFF: PUENTE counselor salary and benefits, and ancillary costs</p>	<p>communication skills (Object codes 1103, 4150, 4310)</p> <p>f. \$75,500-GEAR UP, Title I, Title III: AVID Summer Training (Object Code 5210)</p> <p>g. \$310,000-Site Title I (\$77,000), Site LCFF (\$233,000): AVID tutors' salaries</p> <p>h. \$180,000-LCFF: PUENTE counselor salary and benefits, and ancillary costs</p>
<p>1.9. Expand college and career enrichment programs to promote biliteracy.</p>	<p>1.9. Programs to promote biliteracy were maintained at current sites. Vietnamese program added in 2018-19.</p>	<p>a. \$30,000-Title III: AVID Excel program (Object codes 1103, 2276, 4150, 4310)</p> <p>b. \$2,900,000-LCFF: Salaries and benefits of EL teachers and EL paraprofessionals</p> <p>c. \$1,600,000-LCFF (\$1,176,000), Title III (\$424,000): Salaries and benefits of EL support staff, such as language testing assistants, translators, and bilingual instructional assistants</p>	<p>a. \$30,000-Title III: AVID Excel program (Object codes 1103, 2276, 4150, 4310)</p> <p>b. \$1,200,00-LCFF S &amp; C, \$350,000 Title I: Salaries and benefits of EL paraprofessionals</p> <p>c. \$1,200,000-LCFF S &amp; C, \$420,00-Title III: Salaries and benefits of EL support staff, such as language testing assistants, translators, and bilingual instructional assistants</p>
<p>1.10. Implement systems that utilize multiple measures to effectively assist with student placement, monitor</p>	<p>1.10. Multiple measures to assist with student placement were used.</p>	<p>a. \$625,000-LCFF: Salaries and benefits of bilingual authorized teachers</p> <p>b. \$5,000-Title III: Teacher release time (Object codes 1102, 1103)</p> <p>c. \$68,000-LCFF: Bilingual stipend for bilingual authorized teachers (Object code 4000)</p> <p>d. \$10,000-Site Title I: World Languages and Dual Language Academy instructional materials for students and professional learning for teachers (Object codes 4150, 4310, 5210)</p>	<p>a. \$625,000-LCFF: Salaries and benefits of bilingual authorized teachers</p> <p>b. \$5,000-Title III: Teacher release time (Object codes 1102, 1103)</p> <p>c. \$68,000-LCFF: Bilingual stipend for bilingual authorized teachers (Object code 4000)</p> <p>d. \$10,000-Site Title I: World Languages and Dual Language Academy instructional materials for students and professional learning for teachers (Object codes 4150, 4310, 5210)</p>
<p>1.10. Implement systems that utilize multiple measures to effectively assist with student placement, monitor</p>	<p>1.10. Multiple measures to assist with student placement were used.</p>	<p>a. \$40,000-Special Education Funds: Psychoeducational test batteries and protocols (Object code 4310)</p>	<p>a. \$60,000-LCFF: Psychoeducational test batteries and protocols (Object code 4310)</p>

Estimated Actual Expenditures

Budgeted Expenditures

Actual Actions/Services

Planned Actions/Services

<p>student progress, and also ensure that all students have access to challenging courses of study.</p>			
<p>1.11. Each school implements services/programs, and/or a multi-tiered system of supports (MTSS), which provides additional opportunities to support all students with the completion of A-G requirements, and high school graduation requirements.</p>	<p>1.11. Schools implemented programs, to provide additional opportunities for students to complete A-G requirements and high school graduation requirements.</p>	<p>a. \$14,400,000-Title I (\$6,000,000) LCFF (\$8,400,000): Salaries and benefits that support EL, low income pupils and foster youth that are not part of the base fund b. \$180,000-LCFF: Salaries and benefits that support APEX Learning credit recovery program c. \$105,000-LCFF: Teacher supplemental hourly pay to support APEX after-school program (Object code 1103)</p>	<p>a. \$13,700,000-Title I (\$5,700,000) LCFF (\$8,000,000): Salaries and benefits that support EL, low income pupils and foster youth that are not part of the base fund b. \$180,000-LCFF S &amp; C: Salaries and benefits that support APEX Learning credit recovery program c. \$275,000-LCFF S &amp; C: Teacher supplemental hourly pay to support APEX after-school program (Object code 1103)</p>
<p>1.12. District and schools will refine placement and monitoring system for English Learners (EL), including Newcomers and Long-Term English Learners (LTEL), and also will revise/refine the District's ELD curriculum.</p>	<p>1.12. English learners were supported by instructional aides. Summer program was provided for newcomer students.</p>	<p>a. \$50,000-Title I: Purchase/create monitoring system to effectively assess/monitor the language development and academic success of EL students, including newly reclassified EL students (Object code 5880) b. \$15,000-LCFF: Welcome center for newcomer EL students and their parents/guardians (Object code 4320) c. \$150,000-Title III, site Title I: Salaries and benefits of instructional assistants to provide primary language support in content areas d. \$10,000-Title III: Primary language resources (Object codes 4150, 4310) e. \$53,000-Title III: Intensive language support program for Newcomer EL students (Object codes 1103, 4150, 4310)</p>	<p>a. \$0-Title I: Purchase/create monitoring system to effectively assess/monitor the language development and academic success of EL students, including newly reclassified EL students (Object code 5880) b. \$15,000-LCFF: Welcome center for newcomer EL students and their parents/guardians (Object code 4320) c. \$150,000- (duplicated amount 1.8b) Title III, site Title I, LCFF S &amp; C: Salaries and benefits of instructional assistants to provide primary language support in content areas d. \$10,000-Title III: Primary language resources (Object codes 4150, 4310) e. \$53,000-Title III: Intensive language support program for Newcomer EL students (Object codes 1103, 4150, 4310)</p>

Estimated Actual Expenditures

Budgeted Expenditures

Actual Actions/Services

Planned Actions/Services

<p>a. \$439,000-LCFF S &amp; C: Salaries and benefits for additional 3 Psychologists</p> <p>b. \$59,005,000- Special Education State and Federal Funding, and Mental Health State and Federal Funding: Salaries and benefits for all positions that provide services to SWDs (not including those referenced in letter a, c, d, e, or f)</p> <p>c. \$138,000-LCFF S &amp; C: Salaries and benefits for SWD curriculum specialist</p> <p>d. \$0: Salaries and benefits for SWD instructional assistants removed from LCFF</p> <p>e. \$130,000-LCFF: Salary and benefits for speech-language pathologist added in 2016-17</p> <p>f. \$140,000-Special Education Funds: Salary and benefits for FTE Assistive Technology Specialist added in 2016-17</p>	<p>a. \$290,000-Medi-Cal, LCFF: Salaries and benefits for additional 2 Psychologists</p> <p>b. \$59,052,000-Special Education State and Federal Funding, and Mental Health State and Federal Funding: Salaries and benefits for all positions that provide services to SWDs (not including those referenced in letter a, c, d, e, or f)</p> <p>c. \$138,000-LCFF: Salaries and benefits for SWD curriculum specialist</p> <p>d. \$1,600,000-LCFF: Salaries and benefits for SWD instructional assistants added in 2015-16</p> <p>e. \$135,000-LCFF: Salary and benefits for speech-language pathologist added in 2016-17</p> <p>f. \$140,000-Special Education Funds: Salary and benefits for FTE Assistive Technology Specialist added in 2016-17</p>	<p>1.13. Services for Students With Disabilities (SWD) were improved through hiring of certificated support staff.</p>	<p>1.13. Improve services for Students With Disabilities (SWD) and expand SWD access to the core curriculum.</p>
<p>a. \$167,000-LCFF: APEX Learning licenses for expanded program (Object code 5880)</p> <p>b. \$153,000-LCFF: Learning Management software for eLearning (Object code 5880)</p> <p>c. \$5,000-Title I-McKinney Vento: Credit recovery program for 9<sup>th</sup>- and 10<sup>th</sup>-grade McKinney-Vento and Foster Youth students (Object codes 1103, 4310)</p> <p>d. \$2,700,000-LCFF S &amp; C: Salaries and benefits for teachers and counselors at Independent Learning Centers, independent study</p>	<p>a. \$167,000-LCFF: APEX Learning licenses for expanded program (Object code 5880)</p> <p>b. \$153,000-LCFF: Learning Management software for eLearning (Object code 5880)</p> <p>c. \$7,000-Title I-McKinney Vento: Credit recovery program for 9<sup>th</sup>- and 10<sup>th</sup>-grade McKinney-Vento and Foster Youth students (Object codes 1103, 4310)</p> <p>d. \$1,480,000-LCFF: Salaries and benefits for teachers and counselors at Independent Learning Centers</p>	<p>1.14. Each high school utilized APEX courses. Two Independent Learning Centers (ILCs), and two independent studies programs retained students at their home schools.</p>	<p>1.14. Each high school will utilize APEX Learning courses, summer courses, eLearning courses, two Independent Learning Centers (ILCs), and other credit-recovery options to reduce dropout rates and to retain students at their home schools.</p>
<p>a. \$48,000-LCFF S &amp; C: Stipends for site AIME coordinators (Object code 1114)</p>	<p>a. \$48,000-LCFF: Stipends for site AIME coordinators (Object code 1114)</p>	<p>1.15. Post-secondary transition opportunities through the AIME</p>	<p>1.15. Create post-secondary transition opportunities that support</p>

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
students' matriculation to post-secondary programs and build college and career readiness skills.	program were provided for students.	<ul style="list-style-type: none"> <li>b. \$75,000-LCFF: AIME program support (object codes 1102, 5712, 5721)</li> <li>c. \$25,000-AUHSD Foundation: District College and Career Fair (Object codes 1103, 2465, 5712)</li> <li>d. \$10,000-Site LCFF: Site college/career fairs (Object codes 1103, 2465, 5712)</li> <li>e. \$58,000-LCFF: California College Guidance Initiative (CCGI) software (Object code 5880)</li> <li>f. \$280,000-Special Education Funds: Salaries and benefits for vocational counselors for SWD transition program</li> <li>g. \$195,000-LCFF: Salaries and benefits for College and Career Community Partnership/AIME Coordinators</li> </ul>	<ul style="list-style-type: none"> <li>b. \$75,000-LCFF: AIME program support (object codes 1102, 5712, 5721)</li> <li>c. \$25,000- LCFF S &amp; C: District College and Career Fair (Object codes 1103, 2465, 5712)</li> <li>d. \$10,000- Site LCFF- Site college/career fairs (Object codes 1103, 2465, 5712)</li> <li>e. \$0-LCFF: California College Guidance Initiative (CCGI) software (Object code 5880)</li> <li>f. \$280,000-Special Education Funds: Salaries and benefits for vocational counselors for SWD transition program</li> <li>g. \$310,000-LCFF S &amp; C: Salaries and benefits for College and Career Community Partnership/AIME Coordinators</li> </ul>

## Analysis

Describe the overall implementation of the actions/services to achieve the articulated goal.

The District focused on the goal of “all students will demonstrate college, career, and life readiness and success” through a number on instructional initiatives. First, best instruction continued to be a priority during the 2018-19 year. Curriculum specialists who target specific content areas and provide professional development in those areas supported this work. Lesson Design Coaches (LDC) are part-time released teachers at every school site who also help with the implementation of District initiatives and support professional learning at each site. One important area that the LDC support are the implementation of Reflective Learning Walks. A teacher with an additional release period also supported implementation of technology at each site in order to serve as a resource for other teachers.

Professional development focused on improving instructional practices across content areas, especially in the area of writing. The Writing Journey is a District initiative to increase the quantity and quality of writing. Additionally, there was professional development on improving school culture and climate, mindfulness, civic engagement, and social emotional learning.

Continued implementation of two District task forces, focused on English learners and students with disabilities, have led to school level teams for both of these areas. Professional development targeted for English learners occurred with the rollout of several BELIEF modules at every school site.

The Anaheim Union Educational Pledge (The Pledge) is a partnership with Fullerton and Cypress colleges, California State University, Fullerton (CSUF), the University of California, Irvine (UCI), and the City of Anaheim, to ensure that AUHSD graduates achieve their post-secondary goals. The Pledge implementation included expanded dual enrollment course offerings; one year of free tuition for full-time students at Fullerton and Cypress colleges; guaranteed admission to UCI for all graduates of AUHSD who enroll at Cypress College or Fullerton College and meet the eligibility requirements of the Transfer Admission Guarantee (TAG) program. The graduating class of 2018 was the first graduating class of Pledge eligible students. Anaheim Elementary joined the Pledge in fall 2018, now extending the partnership and pathway to students beginning in kindergarten.

Anaheim Innovative Mentoring Experience (AIME) program has served more than 5,500 AUHSD students through a tiered mentoring program, which allows for a variety of corporate and community partners to participate in making a difference in the lives of students. Students benefit from mentoring experiences that help them to prepare for the demands of college and career in an authentic environment. Students also make community and personal connections that can last a lifetime.

Dual enrollment opportunities expanded to all high school sites with 60 college courses offered through a partnership with North Orange County Community College District (NOCCCD).

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Overall, the actions and services included in this goal were effective in relation to improving graduation rate for all student groups. English learners continued to make progress in graduation rate and college/career indicators.

Student participation in AIME, dual enrollment courses, VAPA courses, CTE programs, and world languages all showed increases over the previous year. Eight of the District's schools have received Civic Learning Awards. These include: Lexington JHS, Civic Learning Award of Excellence; Cypress HS, Civic Learning Award of Excellence; South JHS, Civic Learning Award of Distinction; Savanna HS, Civic Learning Award of Distinction; Brookhurst JHS, Civic Learning Award of Merit; Oxford Academy, Civic Learning Award of Merit; Walker JHS, Civic Learning Award of Merit; Dale JHS, Civic Learning Award of Merit.

The District will continue to focus on improving academic achievement in the areas of English and mathematics.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The primary material difference in Goal 1 occurred in the area of professional development. Estimated actual expenditures exceed the budgeted expenditures. This material difference allowed fuller implementation of civic engagement training, support of beginning teachers, and expansion of mindfulness training for staff.

Other differences in budgeted expenditures and estimated actual expenditures did not produce a material difference in the ability of the District to implement the actions and services outlined in Goal 1.

Additionally, the District deferred the purchase of NGSS instructional materials, because work is still being completed to determine which NGSS model will be implemented and the most effective approach to developing curriculum for this new model (e.g. integrated vs. discipline specific).

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Examination of the District's LCAP goals occurred as part of the District's LCAP stakeholder engagement process. As a result of this process, Goal 1 was amended to include language about implementation of the 5 Cs. The actions and services of Goal 1 have been condensed and reduced from 15 actions to 11. Updates to Goal 1 metrics include changed language regarding appropriate staffing to address ESSA language. Metrics for English Learner progress were updated to reflect ELPAC. Targets for graduation rate were adjusted to account for changes in the rules for determining graduates. Targets for enrollment in VAPA, CTE and world languages were adjusted to more accurately reflect District courses in those areas.

## Goal 2

# Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.

State and/or Local Priorities addressed by this goal:

State Priorities: **Priority 3—Parental Involvement** (Conditions of Learning)

Local Priorities are indicated through the actions listed in the LCAP, and State Priorities 1, 2, 4, 5, 6, 7 and 8 are not explicitly addressed in Goal 2.

### Annual Measurable Outcomes

#### Expected

**LCAP Parent Survey**  
Increase to 2,954 parent responses by May 2018-19

**Aeries Communication Parent Voicemail Contacts**  
11,001,576 voicemails delivered

**Aeries Parent Email Contacts**  
14,784,228 emails delivered

**Parent Leadership Academy Participation**  
Increase participants to 442 for 2018-19 year

#### Actual

**LCAP Parent Survey**  
Actual: There were 2,908 parent responses in 2018-19.  
TARGET PARTIALLY MET

**Blackboard Connect Parent Voicemail Contacts**  
Actual: 21,114,393 voicemail contacts as of May 2019.  
Data from May 2016-17 was actually from a period of three years, and the number listed above is from a period of four years. TARGET MET

**Aeries Parent Email Contacts**  
Actual: 25,252,277 email contacts as of May 2019.  
Data from May 2016-17 was actually from a period of three years, and the number listed above is from a period of four years. TARGET MET

**Parent Leadership Academy Participation**  
Actual: 331 parent participants in 2018-19.  
TARGET NOT MET

## Actions/Services

### Action 2 (2.1–2.5)

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>2.1. Improve and/or expand current support structures for parents that strengthen the connection between skills developed in school, and the skills needed to successfully compete in post-secondary educational programs and in the workforce.</p>	<p>2.1. Parent learning walks and STEAM-A-PALOOZA event provided parents with examples of the connection between skills developed in school and skills needed in the workforce.</p>	<p>a. \$5,000-Site LCFF: Parent learning walks (Object codes 4310, 5712)</p> <p>b. \$30,000-Title I: Programs for parents that are designed to increase awareness of post-secondary options (Object code 5800)</p> <p>c. \$27,500-LCFF: Programs that provide real-world learning experiences for students (Object code 4310)</p>	<p>a. \$5,000-Site LCFF: Parent learning walks (Object codes 4310, 5712)</p> <p>b. \$30,000-Title I: Programs for parents that are designed to increase awareness of post-secondary options (Object code 5800)</p> <p>c. \$27,500-LCFF: Programs that provide real-world learning experiences for students (Object code 4310)</p>
<p>2.2. Provide additional qualified personnel to schools to support the needs of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEP) students, and/or Initially Fluent English Proficient (IFEP) students.</p>	<p>2.2. Qualified personnel were provided to schools to support the needs of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEP) students, and/or Initially Fluent English Proficient (IFEP) students.</p>	<p>a. \$1,260,000- Title I (\$840,000), LCFF (\$420,000): Salaries and benefits for FACE Specialists (aka School Community Liaisons/Bilingual School Community Liaisons)</p> <p>b. \$178,000-LCFF: Salaries and benefits for FACE Specialists (aka School Community Liaisons/Bilingual School Community Liaisons) added in 2015-16</p> <p>c. \$62,800-Title III: Salaries and benefits for Vietnamese FACE Specialist (aka School Community Liaison/Bilingual School Community Liaison)</p> <p>d. \$250,000-Title I (\$200,000), Title III (\$50,000): Training and resources for EL support staff (Object codes 4315, 5210, 5712)</p> <p>e. \$155,000-LCFF: Salaries and benefits for Spanish translators/interpreters added in 2015-16</p>	<p>a. \$1,100,000-Title I, \$110,000-Title III, \$505,000 LCFF S &amp; C: Salaries and benefits for FACE Specialists</p> <p>b. Duplicated from 2.2a</p> <p>c. \$62,800-Title III: Salaries and benefits for Vietnamese School Community Liaison/Bilingual School Community Liaison</p> <p>d. \$250,000-(duplicated from 1.1b) Title I and Title III (\$200,000) and LCFF (\$50,000): Training and resources for EL support staff (Object codes 4315, 5210, 5712)</p> <p>e. \$73,900-LCFF: Salaries and benefits for Spanish translators/interpreters added in 2015-16</p> <p>f. \$60,000-LCFF: Salary and benefits for Vietnamese translator/ interpreter added in 2016-17</p> <p>g. \$2,000-Title I: Workshops for parents of undocumented students regarding</p>



Estimated Actual Expenditures

Budgeted Expenditures

Actual  
Actions/Services

Planned  
Actions/Services

	<p>f. \$75,000-LCFF: Salary and benefits for Vietnamese translator/ interpreter added in 2016-17</p> <p>g. \$2,000-Title I: Workshops for parents of undocumented students regarding services and resources available to them (Object codes 4315, 5210, 5712)</p>			<p>services and resources available to them (Object codes 4315, 5210, 5712)</p>
<p>2.3. Expand and/or improve parent involvement services for Students With Disabilities (SWD).</p>	<p>a. \$5,000-Special Education Funds: Mailing costs (Object code 5910)</p>	<p>2.3. Parent involvement services for Students With Disabilities (SWD) were expanded.</p>		<p>a. \$5,000-Special Education Funds: Mailing costs (Object code 5910)</p>
<p>2.4. Increase parental involvement and personal connection to school sites by establishing, expanding, or refining parent resources that are available at all school sites, particularly for Low-Income, EL, and Foster Youth subgroups.</p>	<p>a. \$54,000-Title III: Salary and benefits for Vietnamese Bilingual Instructional Assistant</p> <p>b. \$67,000-Title III: Salary and benefits for Korean Bilingual Instructional Assistant</p> <p>c. \$70,000-Site Title I: Parent education programs (Object codes 4315, 5800, 5210, 5712)</p> <p>d. \$3,000-Title I McKinney-Vento: Parent social-emotional workshops (1103, 4315)</p>	<p>2.4. Parent resources were available at all school sites, particularly for Low-Income, EL, and Foster Youth subgroups.</p>		<p>a. \$54,000-Title III: Salary and benefits for Vietnamese Bilingual Instructional Assistant</p> <p>b. \$67,000-Title III: Salary and benefits for Korean Bilingual Instructional Assistant</p> <p>a. \$70,000-Site Title I: Parent education programs (Object codes 4315, 5800, 5210, 5712)</p> <p>b. \$3,000-Title I McKinney-Vento: Parent social-emotional workshops (1103, 4315)</p>
<p>2.5. Expand methods of meaningful two-way communication between schools, District, and families.</p>	<p>a. \$153,000-LCFF: Power School (aka Haiku) learning management system (Object code 5880)</p> <p>b. \$2,000-Site LCFF: Aeries Parent Portal trainings (Object codes 1103, 4320)</p> <p>c. \$5,000-Site Title I: Communication software classes for parents (Object codes 1103, 4320)</p> <p>d. \$70,000-LCFF: Blackboard Connect mass-communication program (Object code 5880)</p>	<p>2.5. Two-way communication between schools, District, and families was accomplished through various mass communication systems.</p>		<p>a. 152,000-LCFF: Power School learning management system (Object code 5880)</p> <p>b. \$2,000-Site LCFF: Aeries Parent Portal trainings (Object codes 1103, 4320)</p> <p>c. \$5,000-Site Title I: Communication software classes for parents (Object codes 1103, 4320)</p> <p>d. \$78,000-LCFF: Blackboard Connect mass-communication program (Object code 5880)</p>

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
			e. \$213,000-LCFF: Salary and benefits for additional classified staff

## Analysis

Describe the overall implementation of the actions/services to achieve the articulated goal.

Family and community engagement remained a significant priority for the District in 2018-19. This year saw the inaugural Parent Leadership Conference that brought together nearly 400 parents from across the District and included representatives from feeder elementary school districts as well.

Schools have employed a number of strategies to make connections with parents including Coffee with the Principal, lunch with a student, and other community events.

Family and Community Engagement Specialists (FACES) facilitated Parent Leadership Academies (PLA) and Parent Learning Walks. The District's FACES have been instrumental in reaching out to parents and establishing themselves as resources within each school community. They also connect parents and families with local community resources.

Parent engagement as part of the LCAP process continues to draw a large number of participants and the District English Learner Advisory Committee (DELAC) was active throughout the year, including playing a significant role in planning for the 2019 CABE conference held in Long Beach.

Meaningful use of mass communication systems with parents was increased.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

LCAP survey responses and stakeholder feedback indicate that the actions and services in Goal 2 are effective. Ninety percent of parent respondents to the LCAP survey agreed that schools communicate in multiple ways and that schools make efforts to keep all families informed about important events.

The Parent Leadership Academy (PLA) continues to be well-received by parents, and especially by parents of English Learners. Parent Learning walks have occurred at all school sites and

The District was recognized as a leader for community engagement by being selected as one of six districts statewide to participate in the inaugural Community Engagement Initiative Peer Leading and Learning Network. Additionally, the District was given the 2019 Advocacy Leadership Award for Family and Civic Engagement by the Orange County Department of Education.

**Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.**

The material differences between budgeted expenditures and estimated actual expenditures occurred with the addition of classified staff to support communication between sites and families. Ten additional staff were added to those sites with high unduplicated counts to facilitate more responsive, meaningful communication.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Examination of the District's LCAP goals occurred as part of the District's LCAP stakeholder engagement process. Goal 2 remained the same for the 2019-20 year. The actions and services of Goal 2 have been condensed and reduced from 5 actions to 4. Updates to Goal 2 metrics include additional metrics regarding District parent initiatives. Targets for several metrics were updated to include both quantitative and qualitative measures.

## Goal 3

### Provide and nurture a safe, reflective, responsive, and positive school culture.

State and/or Local Priorities addressed by this goal:

- State Priorities: **Priority 1**–Basic (Conditions of Learning)  
**Priority 5**–Pupil Engagement (Engagement)  
**Priority 6**–School Climate (Engagement)

Local Priorities are indicated through the actions listed in the LCAP, and State Priorities 2, 3, 4, 7 and 8 are not explicitly addressed in Goal 3.

### Annual Measurable Outcomes

#### Expected

**SARC/Williams Reporting: School Facilities are Properly Maintained**  
 School facilities are maintained and in good repair, as evidenced by 2018-19 Facilities Inspection

**Graduation Rate: District-wide**  
 Growth Target: Increase to 90% in 2017-18

**Graduation Rate: Socio-Economically Disadvantaged/Low-Income Pupils (LIP)**  
 Growth Target: Increase to 86.5% in 2017-18

#### Actual

**SARC/Williams Reporting: School Facilities are Properly Maintained**  
 School facilities are maintained and in good repair, as evidenced by 2017-18 Facilities Inspection Tool (FIT) results, and also reported in 2018 SARCs, were published by February 1, 2019. TARGET MET

**Graduation Rate: District-wide**  
 Actual: District Graduation Rate was 86.7% in 2017-18 (CA School Dashboard). Rules for calculating graduation rate changed in 2017-18 to conform to ESSA guidelines. DASS schools were included for the first time in calculating district graduation rates in 2017-18. TARGET NOT MET.

**Graduation Rate: Socio-Economically Disadvantaged/Low-Income Pupils (LIP)**  
 Actual: Graduation Rate for LIP was 83.4% in 2017-18 (CA School Dashboard). Rules for calculating graduation rate changed in 2017-18 to conform to ESSA guidelines. DASS schools were included for the first time in calculating district graduation rates in 2017-18. TARGET NOT MET.

**Expected**

**Actual**

<p><b>Graduation Rate: English Learners (EL)</b> Growth Target: Increase to 80% in 2017-18</p>	<p><b>Graduation Rate: English Learners (EL)</b> Actual: Graduation Rate for EL is 74.6% in 2017-18 (CA School Dashboard). Rules for calculating graduation rate changed in 2017-18 to conform to ESSA guidelines. DASS schools were included for the first time in calculating district graduation rates in 2017-18. TARGET NOT MET.</p>
<p><b>Graduation Rate: Students With Disabilities (SWD)</b> Growth Target: Increase to 75.5% in 2017-18</p>	<p><b>Graduation Rate: Students With Disabilities (SWD)</b> Actual: Graduation Rate for SWD is 67.9% in 2017-18 (CA School Dashboard). Rules for calculating graduation rate changed in 2017-18 to conform to ESSA guidelines. DASS schools were included for the first time in calculating district graduation rates in 2017-18. TARGET NOT MET.</p>
<p><b>Attendance Rate: District-wide</b> Growth Target: Increase to 96% in 2017-18</p>	<p><b>Attendance Rate: District-wide</b> Actual: District-wide attendance rate was 95.35% in 2017-18. TARGET NOT MET.</p>
<p><b>Chronic Absenteeism Rate: District-wide</b> Growth Target: Decrease to 11.5% in 2017-18</p>	<p><b>Chronic Absenteeism Rate: District-wide</b> Actual: 8.3% in 2017-18. TARGET MET.</p>
<p><b>Suspension Rate: District-wide</b> Maintain 5% suspension rate in 2017-18</p>	<p><b>Suspension Rate: District-wide</b> Actual: 4.8% in 2017-18. TARGET MET.</p>
<p><b>Suspension Rate: EL</b> Growth Target: Decrease by 1% to 7% in 2017-18</p>	<p><b>Suspension Rate: EL</b> Actual: 7.2% in 2017-18. TARGET PARTIALLY MET.</p>
<p><b>Suspension Rate: SWD</b> Growth Target: Decrease by 1% to 8% in 2017-18</p>	<p><b>Suspension Rate: SWD</b> Actual: 9.2% in 2017-18. TARGET NOT MET.</p>
<p><b>Suspension Rate: African American</b> Growth Target: Decrease by 1% to 7% in 2017-18</p>	<p><b>Suspension Rate: African American</b> Actual: 8.4% in 2017-18. TARGET NOT MET.</p>
<p><b>Suspension Rate: Pacific Islander</b> Growth Target: Decrease by .5% to 5.5% in 2017-18</p>	<p><b>Suspension Rate: Pacific Islander</b> Actual: 6% in 2017-18. TARGET NOT MET.</p>
<p><b>Expulsion Rate: District-wide</b> Maintain expulsion rate of less than 1% in 2017-18</p>	<p><b>Expulsion Rate: District-wide</b> Actual: 0.03% Expulsions in 2017-18. TARGET MET.</p>
<p><b>High School Dropout Rate: District-wide</b> Growth Target: Decrease by .5% to 5.5% in 2017-18</p>	<p><b>High School Dropout Rate: District-wide</b> Actual: High school dropout rate was 6.2% in 2017-18. TARGET NOT MET.</p>

**Expected**

**Middle School/Junior High School Dropout Rate: District-wide**  
 Maintain junior high school dropout rate of less than .05% in 2017-18

**Actual**

**Middle School/Junior High School Dropout Rate: District-wide**  
 Actual: Junior high school dropout rate was less than 0.1% in 2017-18. TARGET MET.

**Actions/Services**

**Action 3 (3.1-3.7)**

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
<p>3.1. Refine/improve the District's systemic plan for identifying and providing wrap-around support for students with significant truancy issues.</p>	<p>3.1. District support for students with attendance issues were provided by the Attendance Program administrator and attendance recovery program. Transportation was provided to help ensure positive students attendance.</p>	<p>a. \$3,500,000-LCFF: Transportation costs for students who live more than 2.5 miles from school (object code 5721)                      b. \$175,000-LCFF: Salary and benefits for Attendance Program Administrator                      c. \$145,000-LCFF: Saturday Academy program (Object codes 1103, 4310, 5712)</p>	<p>a. \$3,500,000-LCFF: Transportation costs for students who live more than 2.5 miles from school (object code 5721)                      b. \$175,000-LCFF: Salary and benefits for Attendance Program Administrator                      c. \$216,000-LCFF: Saturday Academy program (Object codes 1103, 4310, 5712)                      d. \$101,400- LCFF: Salary and benefits for classified staff</p>
<p>3.2. Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health school resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.</p>	<p>3.2. Schools implemented multi-tiered academic and behavioral support systems through the efforts of counselors, administrators and social workers.</p>	<p>a. \$290,000-LCFF: Salaries and benefits for counselors                      b. \$580,000-LCFF: Salaries and benefits for counselors                      c. \$670,000-LCFF, Title I: Salaries and benefits for licensed social workers                      d. \$138,000- United Way Funds: Salaries and benefits for licensed social worker                      e. \$236,000-LCFF: Salaries and benefits for health technicians</p>	<p>a. \$290,000- (duplicated from 1.7c) LCFF: Salaries and benefits for counselors                      b. \$580,000 (duplicated from 1.7c) LCFF: Salaries and benefits for counselors                      c. \$560,000-LCFF S &amp; C; \$310,000 Title I, \$110,000 Title IV: Salaries and benefits for licensed social workers</p>

Planned Actions/Services	Actual Actions/Services	Budgeted Expenditures	Estimated Actual Expenditures
		<p>f. \$896,000-LCFF: Salaries and benefits for assistant principals</p> <p>g. \$93,000-LCFF: Salaries and benefits for teacher of Alternatives to Suspension program</p> <p>h. \$30,000-Special Ed. Funds: Graduate-level interns' hourly pay (Object code 2456)</p>	<p>d. \$134,000-United Way Funds: Salaries and benefits for licensed social worker</p> <p>e. \$236,000-LCFF: Salaries and benefits for health technicians</p> <p>f. \$912,000-LCFF: Salaries and benefits for assistant principals</p> <p>g. \$130,500-LCFF: Salaries and benefits for teacher of Alternatives to Suspension program</p> <p>h. \$30,000-Special Ed. Funds: Graduate-level interns' hourly pay (Object code 2456)</p> <p>i. \$270,700- LCFF S &amp; C: Salaries and benefits for nurses</p>
<p>3.3. Each school has access to tools and a defined process for identifying the causation of student disciplinary incidents, and guidance for the implementation of appropriate interventions.</p>	<p>3.3. Each school had access to tools and a defined process for identifying the causation of student disciplinary incidents, and guidance for the implementation of appropriate interventions.</p>	<p>a. \$140,000-LCFF: Salaries and benefits for FTE behavior intervention specialist.</p>	<p>a. \$158,000-LCFF: Salaries and benefits for FTE behavior intervention specialist.</p>
<p>3.4. Each school implements targeted academic and social-emotional/behavioral interventions to close the opportunity gap among student subgroups.</p>	<p>3.4. Each school implemented academic tutoring.</p>	<p>a. \$175,000-Site Title I (\$150,000), site LCFF (\$25,000): AVID tutoring and after school tutoring (Object code 2276)</p>	<p>a. \$175,000-Site Title I (\$150,000), site LCFF (\$25,000): AVID tutoring and after school tutoring (Object code 2276)</p>
<p>3.5. Increase the number of counselors at schools to effectively monitor student progress and implement support services recommended by American School Counselor Association (ASCA)</p>	<p>3.5. Counselor staffing was maintained.</p>	<p>a. \$51,000-Site LCFF: Student orientation programs such as Link Crew (Object codes 1103, 4315, 4320, 5712)</p>	<p>b. \$51,000-Site LCFF: Student orientation programs such as Link Crew (Object codes 1103, 4315, 4320, 5712)</p>

Planned Actions/Services      Actual Actions/Services      Budgeted Expenditures      Estimated Actual Expenditures

<p>National Standards Mindsets and Behaviors for Student Success.</p>			
<p>3.6. Upgrade facilities to improve educational learning environments.</p>	<p>3.6. Facilities improvements were made. Classified staff were funded to help maintain appealing learning environments.</p>	<p>a. \$8,200,000-Measure H Bond b. \$155,000-Facilities repairs, upgrades, and beautification of school sites (Object codes 4370, 6165,6170 6200) c. \$15,000-Training for Audio-Visual Technicians (Object codes 2465, 5210) d. \$75,000-LCFF: Salaries and benefits for custodians e. \$324,000-LCFF: Salaries and benefits for athletic field workers f. \$77,000-LCFF: Salaries and benefits for grounds technician g. \$1,130,000-Measure H Bond: security cameras and alarm systems</p>	<p>a. \$8,200,000-Measure H Bond b. \$15,000-Facilities repairs, upgrades, and beautification of school sites (Object codes 4370, 6165,6170 6200) c. \$21,000-Training for Audio-Visual Technicians (Object codes 2465, 5210) d. Salaries and benefits for custodians e. \$380,000-Salaries and benefits for athletic field workers f. \$83,300-Salaries and benefits for grounds technician</p>
<p>3.7. Increase academic support and extracurricular engagement opportunities for Foster Youth and McKinney-Vento students by providing additional support.</p>	<p>3.7. Academic support for Foster Youth and McKinney-Vento students was provided.</p>	<p>a. \$10,000-LCFF: Instructional materials for Foster Youth and McKinney-Vento students (Object code 4210)</p>	<p>a. \$10,000-LCFF: Instructional materials for Foster Youth and McKinney-Vento students (Object code 4210)</p>

## Analysis

Describe the overall implementation of the actions/services to achieve the articulated goal.

Implementation of the action and services related to improving attendance was delayed at the beginning of the year because of staff turnover within the position. This impacted the delivery of Saturday Academy services and attendance recovery within the District. Transportation services were provided to students attending several District schools. This service was delivered consistently but there were many questions from stakeholders regarding the efficiency and quality of this service. The transportation department implemented several strategies to address



these concerns.

Counseling services were continued and while the overall number of counselors did not increase in 2018-19, a Counselor on Special Assignment (COSA) was added to help transition District high schools to a grade level counseling model.

Social workers continued to be a high priority and the District reorganized funding to provide a half-time social worker at every site. Some individual sites decided to increase this service by providing site contributions and establishing a full time position for their students.

Measure H facilities projects that provide upgrades, beautification, and security fencing for District facilities continue to be completed. Most notably, during the 2016-17 year, has been the implementation of Katella High School's Drought Response Outreach Program for Schools (DROPS). The DROPS project and the makeover to Katella High School included a new entrance arch, outdoor learning spaces, shade structures, pavement, and extensive landscaping upgrades that included drought resistant native plants. Infrastructure upgrades included underground piping, electrical conduits, and the installation of large tanks to help replenish the underground water table. Students who take the Earth Science course at Katella High School, not only study Earth Science, but they have the opportunity to become docents for the DROPS project, and they provide educational tours for staff, parents, and community members.

Additionally, Measure H facilities projects that provide upgrades, new or renovated classrooms, beautification, and security fencing for District facilities continue to be implemented. Cypress HS, Kennedy HS, Savanna HS and Oxford Academy are major capital projects near completion. Dale Junior High and Western High are other relevant projects beginning this summer.

Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.

Chronic absenteeism and suspension both fell in 2017-18 across student groups. Delayed rollout of the Saturday Academy program in 2018-19 has led to fewer days recovered for the District and will likely shape the chronic absenteeism rate for the upcoming year.

Program changes within counseling have identified best practices at some sites while also identifying areas for improvement in order to keep students on track for graduation and completing all A-G requirements.

Social workers have become more integral pieces at the school suite and the increased ownership has led to more proactive mental health activities while also highlighting the growing challenge of meeting the social emotional needs of all students.

Facilities projects have predominantly been completed within the expected timelines and within the establish budgets, demonstrating the District's fiscal responsibility to stakeholders.

Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures.

The material differences between Budgeted Expenditures and Estimated Actual Expenditures occurred in two areas. District staffing costs that were offset by Medical billing were added because of a shortfall in expected reimbursement. Additionally, classified staff were added to three school sites to support attendance activities.

Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the LCFF Evaluation Rubrics, as applicable. Identify where those changes can be found in the LCAP.

Examination of the District's LCAP goals occurred as part of the District's LCAP stakeholder engagement process. Goal 3 remained the same for the 2019-20 year. The actions and services of Goal 3 have been condensed and reduced from 7 actions to 5. Metrics for Goal 3 remain essentially the same but targets for graduation rate were adjusted to account for changes in the rules for determining graduates.

# Stakeholder Engagement

LCAP Year: 2019-20

## Involvement Process for LCAP and Annual Update

How, when, and with whom did the LEA consult as part of the planning process for this LCAP/Annual Review and Analysis?

The Local Control Accountability Plan (LCAP) involvement process began with the implementation of the 2018-19 LCAP in July 2018. Goals and actions from the 2018-19 LCAP were incorporated into the District's 2018-19 Single Plan for Student Achievement (SPSA) template. Each school's School Leadership Team (SLT), School Site Council (SSC), and English Learner Advisory Committee (ELAC) developed the SPSA. Through the process of developing the SPSA, each school's SLT, SSC, and ELAC also reviewed the District's 2018-19 LCAP goals and actions, which were embedded in the SPSA. Through this process, these committees also provided feedback regarding how the LCAP should be updated and/or refined. Embedding LCAP goals and actions into the SPSA helped to facilitate the implementation of the 2018-19 LCAP at the school-level, and it also helped to gather feedback regarding goals and actions to be refined/updated in the 2019-20 LCAP.

September 2018 through December 2018, the District conducted its annual SPSA Peer Review process, in which the Superintendent, Assistant Superintendent of Educational Services, Chief Academic Officer, directors/coordinators, and curriculum specialists, met with each school's SLT. For each peer review session, a panel of approximately 25 District and school administrators, and teacher leaders met to review each school's SPSA. Schools took the recommendations from panel members, and then revised their SPSAs prior to Board approval, which occurred on January 17, 2019.

The process of developing the 2019-20 LCAP began in January 2019. The stakeholder engagement process consisted of six meetings that occurred from January 31, 2019, to April 30, 2019. Three of the meetings were conducted in focus groups, and the other three meetings were held at-large and included all stakeholder groups. Approximately 350 stakeholders from the following groups participated in at least one of the meetings: assistant superintendents, directors, coordinators, principals, assistant principals, counselors, curriculum specialists, teachers, classified staff, students, parents, and community members. All five stakeholder engagement meetings/sessions had high-levels of participation.

Six focus groups, structured around the eight State Priorities, were created to help guide the work that was completed in the stakeholder engagement meetings. The focus groups' names are as follows: Basic, Implementation of State Standards and Pupil Achievement, Parental Involvement, Pupil Engagement, School Climate, and Other Pupil Outcomes. Focus group members concentrated on actions that were related to the State Priority(ies) assigned to their focus group, and each focus group consisted of representatives from all stakeholder groups. Focus group members examined and refined LCAP actions through the lens of the State Priority to which they were assigned.

Throughout the process, data was shared through the focus groups to help determine gaps in services. Focus groups were also asked to review metrics to gauge the improvement of services and/or educational outcomes. The data that was reviewed included: achievement data for all students; and achievement data for subgroups, such as low-income/socioeconomically disadvantaged students, English learners, Foster Youth, and Students With Disabilities. The data that was reviewed also included school attendance rates; dropout rates; graduation rates; suspension rates; and A-G completion rates.

Additionally, LCAP survey data from the current year (2018-19) was reviewed to help determine gaps in services, school community needs, and also help capture the student voice with regards to school community needs.

Four steering committee meetings were held to oversee the LCAP process, plan stakeholder engagement meetings, and debrief the findings from the stakeholder engagement meetings. The LCAP Steering Committee was comprised of the Assistant Superintendent of Educational Services, the Chief Academic Officer and representatives from the following groups: directors, coordinators, principals, assistant principals, counselors, curriculum specialists, teachers, classified staff, students, parents, community members, and representatives from four local bargaining units.

Updated LCAP goals and actions were presented at the stakeholder engagement meeting held April 9, 2019 (to the group at-large), which included a gallery walk to rank the importance of each of the proposed actions. This information was used to further refine the 2019-20 LCAP. A draft of the 2019-20 LCAP Planning Tool was presented at the final stakeholder engagement meeting on April 30, 2019 (to the group at-large), in which consensus was reached for each LCAP action.

Following the stakeholder engagement meetings, District officials met with representatives from each of the four local bargaining units to engage in the meet and consult process; and, further refinement of the 2019-20 LCAP resulted from this process.

## **Impact on LCAP and Annual Update**

How did these consultations impact the LCAP for the upcoming year?

At the first stakeholder engagement meeting, held on January 30, 2018, more than 120 stakeholders from the following groups reviewed the Annual Update: assistant superintendents, chief academic officer, directors, principals, assistant principals, counselors, teachers, classified staff, students, parents, and community members. The group had the opportunity to ask questions and make comments. All of the expenditures were consistent with 2017-18 LCAP actions, and the projected amounts assigned to each action were consistent with the actual amounts spent for each of the three goals. The group did not recommend any changes to the Annual Update, other than to request that Educational Services staff review all of the expenditures assigned to each action. Educational Services staff verified estimated actual annual expenditures with the Business Services Office, and adjusted the amounts as needed. Very few adjustments were made.

# Goals, Actions, & Services

Strategic Planning Details and Accountability

Modified: Added “through implementation of the 5 C’s (critical thinking, collaboration, communication, creativity, and character/compassion).”

## Goal 1

**All students will demonstrate college, career, and life readiness, and success through implementation of the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).**

**State and/or Local Priorities addressed by this goal:**

State Priorities: Priority 1–Basic (Conditions of Learning)

Priority 2–Implementation of State Standards (Conditions of Learning)

Priority 4–Pupil Achievement (Pupil Outcomes)

Priority 5–Pupil Engagement (Engagement)

Priority 7–Course Access (Conditions of Learning)

Priority 8–Other Pupil Outcomes (Pupil Outcomes)

Local Priorities are indicated through the actions listed in the LCAP, and State Priorities 3 and 6 are not explicitly represented in Goal 1.

**Identified Need:**

1.1 Provide ongoing professional learning/training to support highly qualified teachers, support staff, and administrators to ensure successful implementation of all state standards and instruction focused on the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).

1.2 Align instructional design and delivery with state adopted standards to support development of literacy and mathematical skills.

1. 3 Provide sufficient instructional materials that are aligned with current California State Standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, Next Generation Science Standards (NGSS), and all other state adopted standards and frameworks.
1. 4 Students and staff have access to a broad range of sustainable technological resources to support the development of the 5 Cs.
1. 5 Implement and refine systems that utilize multiple forms of assessment to effectively place students, design interventions, monitor student progress, and ensure access to challenging courses of study.
1. 6 Refine school scheduling structures and/or provide scheduling options for students to access broader courses of study, such as access to Science, Technology, Engineering, Arts, and Mathematics (STEAM), Visual and Performing Arts (VAPA), Career Technical Education (CTE), and World Languages.
1. 7 Improve placement, instructional practices, and monitoring of English Learners (EL) to increase academic and social success.
1. 8 Expand academic programs that develop biliteracy.
1. 9 Implement a multi-tiered system of supports (MTSS) that provides increased/expanded services to meet student learning needs.
1. 10 Improve placement, instructional practices, and monitoring of Students With Disabilities (SWD) to increase academic and social success.
1. 11 Create post-secondary transition and support opportunities for students that build college and career readiness skills.

### Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
SARC/Williams Reporting: Teacher Credentials And Subject Matter Authorizations	For all AUHSD teachers/all subject areas: 90.3% of teachers are appropriately assigned, and 99.6% are fully-credentialed. Most of the missassignments have to do with core area teachers coaching one period of athletics, which is allowable per state education code section 44258.9.	Growth Target: For all AUHSD teachers/all subject areas, 93% of teachers are appropriately assigned, and 99.6% are fully-credentialed. Most of the missassignments have to do with core area teachers coaching one period of athletics, which is allowable per state education code section 44258.9.	Growth Target: For all AUHSD teachers/all subject areas, 96% of teachers are appropriately assigned, and 99.9% are fully-credentialed. Most of the missassignments have to do with core area teachers coaching one period of athletics, which is allowable per state education code section 44258.9.	Growth Target: Less than 3% of AUHSD teachers will be ineffective/misassigned, out-of-field, or inexperienced teachers.
SARC/Williams Reporting: English Learner (EL) Authorization	The current percentage of teachers who lack only EL authorization is 0.3% (less than one-half of a percent).	Growth Target: The current percentage of teachers who lack only EL authorization is 0.2% (less than one-half of a percent).	Growth Target: The current percentage of teachers who lack only EL authorization is 0.1% (less than one-half of a percent).	Growth Target: 100% of teachers have EL authorization.

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
SARC/Williams Reporting: Instructional Materials	Sufficient access to standards-aligned instructional materials for all pupils has been provided, and 100% compliance with Williams' instructional materials requirements have been maintained.	Maintain sufficient access to standards-aligned instructional materials for all pupils, and 100% compliance with Williams' instructional materials requirements have been maintained.	Maintain sufficient access to standards-aligned instructional materials for all pupils, and 100% compliance with Williams' instructional materials requirements have been maintained.	Maintain sufficient access to standards-aligned instructional materials for all pupils, and 100% compliance with Williams' instructional materials requirements have been maintained.
Implementation Of State Academic Standards	Instructional design and delivery is aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.	Maintain instructional design and delivery that is aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.	Maintain instructional design and delivery that is aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.	Maintain instructional design and delivery that is aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.
California Assessment Of Student Performance And Progress (CAASPP) English Language Arts (ELA) Assessment Results	In 2015-16, 47% of students meeting or exceeding standard. (Most current results available are from the prior school year.)	Growth Target: In 2016-17, 49% of students meeting or exceeding standard.	Growth Target: In 2017-18, 51% of students meeting or exceeding standard.	Growth Target: In 2018-19, 50% of students meeting or exceeding standard.
California Assessment Of Student Performance And Progress (CAASPP) Math Assessment Results	In 2015-16, 30% of students meeting or exceeding standard. (Most current results available are from the prior school year.)	Growth Target: In 2016-17, 32% of students meeting or exceeding standard.	Growth Target: In 2017-18, 34% of students meeting or exceeding standard.	Growth Target: In 2018-19, 30% of students meeting or exceeding standard.
A-G Completion Rates: All Students	In 2015-16, 37.9% of all students completed A-G prior to graduation. (Most current results available are from the prior school year.)	Growth Target: Increase to 39% in 2016-17	Growth Target: Increase to 40% in 2017-18	Growth Target: Increase to 41% in 2018-19

Metrics/Indicators Baseline 2017-18 2018-19 2019-20

A-G Completion Rates: Low Income Pupils	In 2015-16, 34.2% of Low Income Pupils completed A-G prior to graduation. (Most current results available are from the prior school year.)	Growth Target: Increase to 35% in 2016-17	Growth Target: Increase to 36% in 2017-18	Growth Target: Increase to 37% in 2018-19
A-G Completion Rates: English Learners (EL)	In 2015-16, 2.8% of English Learners completed A-G prior to graduation. (Most current results available are from the prior school year.)	Growth Target: Increase to 6% in 2016-17	Growth Target: Increase to 8% in 2017-18	Growth Target: Increase to 10% in 2018-19
Graduation Rate: District-Wide	In 2015-16, the District-wide graduation rate was 88.5% (Most current results available are from the prior school year.)	Growth Target: Increase to 90% in 2016-17	Growth Target: Increase to 92% in 2017-18	Growth Target: Increase to 89% in 2018-19
Graduation Rate: EL	In 2015-16, the EL graduation rate was 79.0%. (Most current results available are from the prior school year.)	Growth Target: Increase to 81% in 2016-17	Growth Target: Increase to 83% in 2017-18	Growth Target: Increase to 78% in 2018-19
Graduation Rate: Students With Disabilities (SWD)	In 2015-16, the SWD graduation rate was 73.4%. (Most current results available are from the prior school year.)	Growth Target: Increase to 75% in 2016-17	Growth Target: Increase to 77% in 2017-18	Growth Target: Increase to 79% in 2018-19
Advanced Placement (AP) Participation Rate	In 2015-16, the Advanced Placement (AP) participation rate was 17.4%.	Growth Target: Increase to 18% in 2016-17	Growth Target: Increase to 18.5% in 2017-18	Growth Target: Increase to 19% in 2018-19
Advanced Placement (AP) Exam Pass Rate	In 2015-16, the Advanced Placement (AP) Exam pass rate, with a score of 3 or higher was 54.8%.	Growth Target: Increase to 56% in 2016-17	Growth Target: Increase to 57% in 2017-18	Growth Target: Increase to 58% in 2018-19



Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Early Assessment Program (EAP) ELA Results	In 2015-16, Early Assessment Program (EAP) ELA results indicate that 22% of students are "Ready for College."	Growth Target: Increase to 23% in 2016-17	Growth Target: Increase to 24% in 2017-18	Growth Target: Increase to 25% in 2018-19
Early Assessment Program (EAP) Mathematics Results	In 2015-16, Early Assessment Program (EAP) Mathematics results indicate that 10% of students are "Ready for College."	Growth Target: Increase to 11% in 2016-17	Growth Target: Increase to 12% in 2017-18	Growth Target: Increase to 13% in 2018-19
EI Progress And Proficiency Report: Making Annual Progress	In 2015-16, 57.9% of ELs are "making annual progress in learning English" according to California English Development Test (CELDT) scores.	Growth Target: Increase to 59% in 2016-17	Growth Target: Increase to 60% in 2017-18	Growth Target: Increase to 61% in 2018-19
Percentage Of ELs Reclassifying/ Redesignating To Fluent English Proficient	In 2015-16, 10.4% of ELs were reclassified/re-designated to Fluent English Proficient	Growth Target: Increase to 11% in 2016-17	Growth Target: Increase to 12% in 2017-18	Growth Target: Increase to 13% in 2018-19
Course Access And Other Pupil Outcomes: Enrollment In Visual And Performing Arts (VAPA)	In 2015-16, 62% of students were enrolled in VAPA courses. (Most current results available are from the prior school year.	Maintain current enrollment percentages in 2016-17	Maintain current enrollment percentages in 2017-18	Maintain current enrollment percentages in 2018-19
Course Access And Other Pupil Outcomes: Enrollment In Career Technical Education (CTE)	In 2015-16, 37% of high school students were enrolled in CTE courses. (Most current results available are from the prior school year.)	Maintain current enrollment percentages in 2016-17	Maintain current enrollment percentages in 2017-18	Maintain current enrollment percentages in 2018-19

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Course Access And Other Pupil Outcomes: Enrollment In World Languages	In 2015-16, 40.6% of students were enrolled in World Languages courses. (Most current results available are from the prior school year.)	Maintain current enrollment percentages in 2016-17	Maintain current enrollment percentages in 2017-18	Maintain current enrollment percentages in 2018-19

## Planned Actions/Services

### Action 1.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

NA

#### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

NA

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA

## Actions/Services

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Unchanged	Unchanged	Modified
2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Continue to recruit (as needed), retain, and support highly qualified teachers, support staff, and administrators, who provide first, best instruction and/or 21 <sup>st</sup> century learning experiences to all students.	Continue to recruit (as needed), retain, and support highly qualified teachers, support staff, and administrators, who provide first, best instruction and/or 21 <sup>st</sup> century learning experiences to all students.	Provide ongoing professional learning/training to support highly qualified teachers, support staff, and administrators to ensure successful implementation of all state standards and instruction focused on the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$18,265,000</li> <li>b. \$750,000</li> <li>c. \$60,000</li> <li>d. \$8,500</li> </ul>	<ul style="list-style-type: none"> <li>a. \$20,031,288</li> <li>b. \$750,000</li> <li>c. \$60,000</li> <li>d. \$8,500</li> </ul>	<ul style="list-style-type: none"> <li>a. \$3,952,500</li> <li>b. \$5,246,500</li> <li>c. \$60,000</li> <li>d. \$69,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. LCFF</li> <li>b. Title I, Title II, Title III (130,000), Educator Effectiveness (620,000)</li> <li>c. Educator Effectiveness</li> <li>d. Title II</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF</li> <li>b. Title I, Title II, Title III (130,000), One-Time Funding (620,000)</li> <li>c. One-Time Funding</li> <li>d. Title II</li> </ul>	<ul style="list-style-type: none"> <li>a. \$1,130,000 Title I, \$547,000 Title II, \$145,000 Title III, \$1,989,500 LCFF S &amp; C</li> <li>b. \$534,000 Title I, \$195,000 Title II, \$92,500 Title III, \$4,425,000 LCFF S &amp; C</li> <li>c. LCFF S &amp; C</li> <li>d. LCFF S &amp; C</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. Certificated salaries and benefits</li> <li>b. Professional learning/training costs</li> </ul>	<ul style="list-style-type: none"> <li>a. Certificated salaries and benefits</li> <li>b. Professional learning/training costs</li> </ul>	<ul style="list-style-type: none"> <li>a. Certificated salaries and benefits</li> <li>b. Professional learning/training costs</li> </ul>

Year	2017-18	2018-19	2019-20
	(1102, 1103, 4210, 4390, 5210, 5712, 5805) c. Professional learning materials (Object Code 4315) d. Software to track professional learning (Object code 5880)	(1102, 1103, 4210, 4390, 5210, 5712, 5805) c. Professional learning materials (Object Code 4315) d. Software to track professional learning (Object code 5880)	(1102, 1103, 4210, 4390, 5210, 5712, 5805) c. Professional learning materials (Object Code 4315) d. Software to track professional learning (Object code 5880)

## Action 1.2

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA

NA

NA

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged

Unchanged

Modified

2017-18 Actions/Services

Instructional design and delivery is aligned with all California State Standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, and all other state adopted standards.

2018-19 Actions/Services

Instructional design and delivery is aligned with all California State Standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, and all other state adopted standards.

2019-20 Actions/Services

Align instructional design and delivery with state adopted standards to support development of literacy and mathematical skills.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$2,855,000 (duplicated amount from Action 1.1)</li> <li>b. \$750,000 (duplicated amount from Action 1.1)</li> <li>c. \$60,000 (duplicated amount from Action 1.1)</li> </ul>	<ul style="list-style-type: none"> <li>a. \$3,066,000 (duplicated amount from Action 1.1)</li> <li>b. \$750,000 (duplicated amount from Action 1.1)</li> <li>c. \$60,000 (duplicated amount from Action 1.1)</li> </ul>	<ul style="list-style-type: none"> <li>a. \$500,000</li> <li>b. \$100,000</li> <li>c. \$87,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. Title I, Title II, and LCFF</li> <li>b. Title I, Title II, Title III (130,000), Educator Effectiveness (620,000)</li> <li>c. Educator Effectiveness</li> </ul>	<ul style="list-style-type: none"> <li>a. Title I, Title II, and LCFF</li> <li>b. Title I, Title II, Title III (130,000), One-Time Funding (620,000)</li> <li>c. One-Time Funding</li> </ul>	<ul style="list-style-type: none"> <li>a. Low Performing Student Block Grant</li> <li>b. Low Performing Student Block Grant</li> <li>c. Low Performing Student Block Grant</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. Certificated salaries and benefits</li> <li>b. Professional learning/training costs (1102, 1103, 4210, 4390, 5210, 5712, 5805)</li> <li>c. Professional learning materials (Object code 4315)</li> </ul>	<ul style="list-style-type: none"> <li>a. Certificated salaries and benefits</li> <li>b. Professional learning/training costs (1102, 1103, 4210, 4390, 5210, 5712, 5805)</li> <li>c. Professional learning materials (Object code 4315)</li> </ul>	<ul style="list-style-type: none"> <li>a. Certificated salaries and benefits</li> <li>b. Professional learning/training costs (1102, 1103, 4210, 4390, 5210, 5712, 5805)</li> <li>c. Professional learning materials (Object code 4315)</li> </ul>

**Action 1.3**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

NA

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

NA

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged

Select from New, Modified, or Unchanged for 2018-19

Modified

Select from New, Modified, or Unchanged for 2019-20

Modified

2017-18 Actions/Services

Each school has sufficient instructional materials that are aligned with current California State Standards, including Common Core State Standards (CCSS), ELD Standards, Next Generation Science Standards (NGSS), and all other state adopted standards and frameworks.

2018-19 Actions/Services

Each school has sufficient instructional materials that are aligned with current California State Standards, including Common Core State Standards (CCSS), ELD Standards, Next Generation Science Standards (NGSS), and all other state adopted standards and frameworks.

2019-20 Actions/Services

Provide sufficient instructional materials that are aligned with current California State Standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, Next Generation Science Standards (NGSS), and all other state adopted standards and frameworks.

**Budgeted Expenditures**

Year 2017-18

2018-19

2019-20

<p><b>Amount</b></p> <ul style="list-style-type: none"> <li>a. \$500,000</li> <li>b. \$450,000</li> <li>c. \$500,000</li> <li>d. \$200,000</li> <li>e. \$48,000</li> <li>f. \$65,000</li> <li>g. \$600,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$500,000</li> <li>b. \$100,000</li> <li>c. \$1,000,000</li> <li>d. \$980,000</li> <li>e. \$500,000</li> <li>f. \$200,000</li> <li>g. \$15,000</li> <li>h. \$113,000</li> <li>i. 1,130,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$1,000,000</li> <li>b. \$800,000</li> <li>c. \$500,000</li> <li>d. \$4,000,000</li> <li>e. \$15,000</li> <li>f. \$48,000</li> <li>g. \$65,000</li> </ul>
<p><b>Source</b></p> <ul style="list-style-type: none"> <li>a. Lottery</li> <li>b. Lottery</li> <li>c. Lottery</li> <li>d. Lottery</li> <li>e. LCFF</li> <li>f. Title I</li> <li>g. 77% E-Rate, 23% LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. Lottery</li> <li>b. Lottery</li> <li>c. Lottery, One-Time Funding</li> <li>d. Lottery</li> <li>e. Lottery</li> <li>f. One-Time Funding</li> <li>g. Title I</li> <li>h. Title I</li> <li>i. 77% E-Rate, 23% LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. Lottery</li> <li>b. \$500,00 Lottery, \$300,000 LCFF Base</li> <li>c. LCFF Base</li> <li>d. LCFF Base</li> <li>e. Title I</li> <li>f. LCFF S &amp; C</li> <li>g. Title I</li> </ul>
<p><b>Budget Reference</b></p> <ul style="list-style-type: none"> <li>a. Dual Language and EL instructional materials (Object code 4150)</li> <li>b. Consumable math textbooks (Object code 4150)</li> <li>c. Replacement of instructional materials and partial adoptions (Object code 4150)</li> <li>d. NGSS Instructional Materials (Object code 4150)</li> <li>e. Cloud-based library operating system (Object code 5880)</li> <li>f. Online library resource database subscriptions (Object code 5880)</li> </ul>	<ul style="list-style-type: none"> <li>a. Dual Language and EL instructional materials (Object code 4150)</li> <li>b. AP Literature and AP Composition textbooks (Object code 4150)</li> <li>c. History/Social Science Textbooks (Object code 4150)</li> <li>d. Consumable math textbooks (Object code 4150)</li> <li>e. Replacement of instructional materials and partial adoptions (Object code 4150)</li> <li>f. NGSS Instructional Materials (Object code 4150)</li> </ul>	<ul style="list-style-type: none"> <li>a. History/Social Science Textbooks (Object code 4150)</li> <li>b. Consumable math textbooks (Object code 4150)</li> <li>c. Replacement of instructional materials and partial adoptions (Object code 4150)</li> <li>d. NGSS Instructional Materials (Object code 4150)</li> <li>e. Web-based reading intervention program (Object code 5880)</li> <li>f. Cloud-based library operating system and online library resource database</li> </ul>

<p>g. Enhance technology infrastructure (Object codes 4410, 6490)]</p>	<p>g. Web-based reading intervention program (Object code 5880)  h. Snap and Read Intervention Software  i. Cloud-based library operating system and online library resource database subscriptions (Object code 5880)  j. Enhance technology infrastructure (Object codes 4410, 6490)</p>	<p>subscriptions (Object code 5880)  g. Online database subscriptions</p>
--	--	---

## Action 1.4

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

NA

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

NA

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged

Select from New, Modified, or Unchanged for 2018-19

Unchanged

Select from New, Modified, or Unchanged for 2019-20

Modified



2017-18 Actions/Services

Students and staff have access to a broad range of sustainable technological resources to match students' individual learning needs.

2018-19 Actions/Services

Students and staff have access to a broad range of sustainable technological resources to match students' individual learning needs.

2019-20 Actions/Services

Students and staff have access to a broad range of sustainable technological resources to support the development of the 5 C's.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$4,900,000</li> <li>b. \$600,000 (Duplicated amount from Action 1.3.)</li> <li>c. \$625,000</li> <li>d. \$490,000</li> <li>e. \$161,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$1,000,000</li> <li>b. \$1,130,000 (Duplicated amount from Action 1.3.)</li> <li>c. \$656,000</li> <li>d. \$619,000</li> <li>e. \$163,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$1,500,000</li> <li>b. \$1,130,000</li> <li>c. \$181,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. LCFF</li> <li>b. 77% E-Rate, 23% LCFF</li> <li>c. Site LCFF</li> <li>d. LCFF</li> <li>e. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF</li> <li>b. 77% E-Rate, 23% LCFF</li> <li>c. Site LCFF</li> <li>d. LCFF</li> <li>e. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF S &amp; C</li> <li>b. LCFF S &amp; C</li> <li>c. LCFF S &amp; C</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. Regular replacement and growth of technology (Object codes 4410, 6490)</li> <li>b. Enhance technology infrastructure (Object codes 4410, 6490)</li> <li>c. Technology coaches salaries and benefits/one release period for 19 certificated staff.</li> <li>d. Site Technology Technicians/Classified salaries and benefits</li> <li>e. Technology Network Manager salary and benefits</li> </ul>	<ul style="list-style-type: none"> <li>a. Regular replacement and growth of technology (Object codes 4410, 6490)</li> <li>b. Enhance technology infrastructure (Object codes 4410, 6490)</li> <li>c. Technology coaches salaries and benefits/one release period for 19 certificated staff.</li> <li>d. Site Technology Technicians/Classified salaries and benefits</li> <li>e. Technology Network Manager salary and benefits</li> </ul>	<ul style="list-style-type: none"> <li>a. Regular replacement and growth of technology (Object codes 4410, 6490)</li> <li>b. Enhance technology infrastructure (Object codes 4410, 6490)</li> <li>c. Learning management system</li> </ul>

## Action 1.5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

NA

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

NA

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged

Select from New, Modified, or Unchanged for 2018-19

Modified

Select from New, Modified, or Unchanged for 2019-20

Modified

2017-18 Actions/Services

Through First Best Instruction, which begins with intentional lesson design, teachers use multiple forms of monitoring of student progress to determine appropriate interventions, as needed.

2018-19 Actions/Services

Through First Best Instruction, which begins with intentional lesson design, teachers use multiple forms of monitoring of student progress to determine appropriate interventions, as needed.

2019-20 Actions/Services

Expand and refine systems that utilize multiple forms of assessment to effectively place students, design interventions, monitor student progress, and ensure access to challenging courses of study. *Includes actions from previous year LCAP 1.10*

### Budgeted Expenditures

Year	2017-18	2018-19	2019-20
Amount	a. \$288,000 b. \$40,500	a. \$315,000 b. \$105,000 c. \$42,000	a. \$430,000 b. \$42,000
Source	a. LCFF b. Title I	a. LCFF b. LCFF c. Title I	a. LCFF S & C b. LCFF S & C
Budget Reference	a. Salaries and benefits of assessment director and assessment technician b. Hanover Research (Object code 5810)	a. Salaries and benefits of assessment director and assessment technician b. Salaries and benefits of research/data analyst c. Hanover Research (Object code 5810)	a. Salaries and benefits of assessment director, assessment technician, data analyst b. Hanover Research (Object code 5810)

## Action 1.6

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

All

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

Add Students to be Served selection here

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

Add Scope of Services selection here

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

Add Location(s) selection here

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged

2017-18 Actions/Services

Each school implements scheduling structures and adjusts course offerings, as needed, to ensure that students have the opportunity to participate in broad courses of study.

Select from New, Modified, or Unchanged for 2018-19

Modified

2018-19 Actions/Services

Each school implements scheduling structures and adjusts course offerings, as needed, to ensure that students have the opportunity to participate in broad courses of study.

Select from New, Modified, or Unchanged for 2019-20

Modified

2019-20 Actions/Services

Refine school scheduling structures and/or provide scheduling options for students to access broader courses of study, such as access to Science, Technology, Engineering, Arts, and Mathematics (STEAM), Career Technical Education (CTE), and World Languages. *Includes actions from previous year LCAP 1.7*

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$635,000</li> <li>b. \$50,000</li> <li>c. \$89,000</li> <li>d. \$40,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$70,000</li> <li>b. \$505,000</li> <li>c. \$50,000</li> <li>d. \$94,000</li> <li>e. \$40,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$75,000</li> <li>b. \$20,000</li> <li>c. \$505,000</li> <li>d. \$50,000</li> <li>e. \$277,000</li> <li>f. \$40,000</li> <li>g. \$25,000</li> </ul>

Year	2017-18	2018-19	2019-20
Source	<ul style="list-style-type: none"> <li>a. Perkins Funds</li> <li>b. LCFF</li> <li>c. LCFF</li> <li>d. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF</li> <li>b. Perkins Funds</li> <li>c. LCFF</li> <li>d. LCFF</li> <li>e. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>h. \$270,000</li> <li>i. \$24,800,000</li> <li>j. \$5,000,000</li> <li>a. LCFF S &amp; C</li> <li>b. LCFF S &amp; C</li> <li>c. Perkins</li> <li>d. LCFF</li> <li>e. LCFF S &amp; C</li> <li>f. Title I</li> <li>g. Site Title I, Site Title II</li> <li>h. LCFF S &amp; C</li> <li>i. LCFF S &amp; C</li> <li>j. LCFF S &amp; C</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. Instructional materials and equipment (Object codes 4310, 4410, 6490)</li> <li>b. Additional resources and professional learning/training to support broader courses of study (Object codes 1102, 1103, 4310, 5210)</li> <li>c. Intramural sports for grades 7-8 (Object codes 1103, 4310, 4410)</li> <li>d. Transportation for McKinney-Vento, and Foster Youth students (Object code 5721)</li> </ul>	<ul style="list-style-type: none"> <li>a. VAPA Teacher on Special Assignment (50%) salary and benefits</li> <li>b. Instructional materials and equipment (Object codes 4310, 4410, 6490)</li> <li>c. Additional resources and professional learning/training to support broader courses of study (Object codes 1102, 1103, 4310, 5210)</li> <li>d. Intramural sports for grades 7-8 (Object codes 1103, 4310, 4410)</li> <li>e. Transportation for McKinney-Vento, and Foster Youth students (Object code 5721)</li> </ul>	<ul style="list-style-type: none"> <li>a. VAPA Teacher on Special Assignment (50%) salary and benefits</li> <li>b. Stipends for STEAM teachers</li> <li>c. Instructional materials and equipment (Object codes 4310, 4410, 6490)</li> <li>d. Additional resources and professional learning/training to support broader courses of study (Object codes 1102, 1103, 4310, 5210)</li> <li>e. Intramural sports for grades 7-8 (Object codes 1103, 4310, 4410)</li> <li>f. Transportation for McKinney-Vento, and Foster Youth students (Object code 5721)</li> </ul>

Year	2017-18	2018-19	2019-20
			9. Professional learning/training for teachers (Object codes 1102, 1103, 4310) h. 1.5 FTE IB teachers' salaries and benefits i. Certificated salaries and benefits for expanded course offerings j. Certificated salaries and benefits for reduced class load

**Action 1.7**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

NA

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

NA

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Unchanged	Unchanged	Modified

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Improve instructional model for English Learners (EL) to increase access to, and completion of, A-G courses.	Improve instructional model for English Learners (EL) to increase access to, and completion of, A-G courses.	Improve placement, instructional practices, and monitoring of English Learners (EL) to increase academic and social success. <i>Combines actions from previous year LCAP 1.8 and 1.12</i>

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$30,000</li> <li>b. \$2,580,000</li> <li>c. \$1,400,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$30,000</li> <li>b. \$2,900,000</li> <li>c. \$1,600,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$30,000</li> <li>b. \$1,500,000</li> <li>c. \$1,620,000</li> <li>d. \$10,000</li> <li>e. \$53,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. Title III</li> <li>b. LCFF</li> <li>c. LCFF (\$1,030,000), Title III (\$370,000)</li> </ul>	<ul style="list-style-type: none"> <li>a. Title III</li> <li>b. LCFF</li> <li>c. LCFF (\$1,030,000), Title III (\$370,000)</li> </ul>	<ul style="list-style-type: none"> <li>a. Title III</li> <li>b. \$350,000 Title I, \$1,200,000 LCFF S &amp; C</li> <li>c. Title III \$420,000, LCFF S &amp; C \$1,200,000</li> <li>d. Title III</li> <li>e. Title III</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. AVID Excel program (Object codes 1103, 2276, 4150, 4310)</li> </ul>	<ul style="list-style-type: none"> <li>a. AVID Excel program (Object codes 1103, 2276, 4150, 4310)</li> </ul>	<ul style="list-style-type: none"> <li>a. AVID Excel program (Object codes 1103, 2276, 4150, 4310)</li> </ul>

Year	2017-18	2018-19	2019-20
	<ul style="list-style-type: none"> <li>b. Salaries and benefits of EL teachers and EL paraprofessionals</li> <li>c. Salaries and benefits of EL support staff, such as language testing assistants, translators, and bilingual instructional assistants</li> </ul>	<ul style="list-style-type: none"> <li>b. Salaries and benefits of EL teachers and EL paraprofessionals</li> <li>c. Salaries and benefits of EL support staff, such as language testing assistants, translators, and bilingual instructional assistants</li> </ul>	<ul style="list-style-type: none"> <li>b. Salaries and benefits of EL paraprofessionals</li> <li>c. Salaries and benefits of EL support staff, such as language testing assistants, translators, and bilingual instructional assistants</li> <li>d. Primary language resources (Object codes 4150, 4310)</li> <li>e. Intensive language support program for Newcomer EL students (Object codes 1103, 4150, 4310)</li> </ul>

## Action 1.8

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

NA

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

NA

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners, and Low Income

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools



**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged	Unchanged	Unchanged	Modified
-----------	-----------	-----------	----------

Select from New, Modified, or Unchanged for 2018-19

Unchanged
-----------

Select from New, Modified, or Unchanged for 2019-20

Modified
----------

**2017-18 Actions/Services**

Expand college and career enrichment programs to promote biliteracy.

**2018-19 Actions/Services**

Expand college and career enrichment programs to promote biliteracy.

**2019-20 Actions/Services**

Expand academic programs that develop biliteracy.

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$551,000</li> <li>b. \$5,000</li> <li>c. \$68,000</li> <li>d. \$10,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$625,000</li> <li>b. \$5,000</li> <li>c. \$68,000</li> <li>d. \$10,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$644,000</li> <li>b. \$5,000</li> <li>c. \$68,000</li> <li>d. \$10,000</li> <li>e. \$650,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. LCFF</li> <li>b. Title III</li> <li>c. LCFF</li> <li>d. Site Title I</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF</li> <li>b. Title III</li> <li>c. LCFF</li> <li>d. Site Title I</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF S &amp; C</li> <li>b. Title III</li> <li>c. LCFF S &amp; C</li> <li>d. Site Title I</li> <li>e. LCFF S &amp; C</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. Salaries and benefits of bilingual authorized teachers</li> <li>b. Teacher release time (Object codes 1102, 1103)</li> </ul>	<ul style="list-style-type: none"> <li>a. Salaries and benefits of bilingual authorized teachers</li> <li>b. Teacher release time (Object codes 1102, 1103)</li> </ul>	<ul style="list-style-type: none"> <li>a. Salaries and benefits of bilingual authorized teachers</li> <li>b. Teacher release time (Object codes 1102, 1103)</li> </ul>

Year	2017-18	2018-19	2019-20
	<p>c. Bilingual stipend for bilingual authorized teachers (Object code 4000)</p> <p>d. World Languages and Dual Language Academy instructional materials for students and professional learning for teachers (Object codes 4150, 4310, 5210)]</p>	<p>c. Bilingual stipend for bilingual authorized teachers (Object code 4000)</p> <p>d. World Languages and Dual Language Academy instructional materials for students and professional learning for teachers (Object codes 4150, 4310, 5210)]</p>	<p>c. Bilingual stipend for bilingual authorized teachers (Object code 4000)</p> <p>d. World Languages and Dual Language Academy instructional materials for students and professional learning for teachers (Object codes 4150, 4310, 5210)</p> <p>e. Additional world language teachers</p>

## Action 1.9

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

NA

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

NA

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners Foster Youth, and Low Income

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

### Actions/Services

54

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Unchanged	Unchanged	Modified

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Each school implements services/programs, and/or a multi-tiered system of supports (MTSS), which provides additional opportunities to support all students with the completion of A-G requirements, and high school graduation requirements.	Each school implements services/programs, and/or a multi-tiered system of supports (MTSS), which provides additional opportunities to support all students with the completion of A-G requirements, and high school graduation requirements.	Implement a multi-tiered system of supports (MTSS) that provides increased/expanded services to meet student learning needs. Includes actions from previous year LCAP 1.7

**Budgeted Expenditures**

Year	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$13,700,000</li> <li>b. \$180,000</li> <li>c. \$102,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$14,400,000</li> <li>b. \$180,000</li> <li>c. \$105,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$180,000</li> <li>b. \$277,000</li> <li>c. \$350,000</li> <li>d. \$30,000</li> <li>e. \$75,500</li> <li>f. \$310,000</li> <li>g. \$1,000,000</li> <li>h. \$2,480,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. Title I (\$5,700,000) LCFF (\$8,000,000)</li> <li>b. LCFF</li> <li>c. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. Title I (\$5,700,000) LCFF (\$8,000,000)</li> <li>b. LCFF</li> <li>c. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF S &amp; C</li> <li>b. LCFF S &amp; C</li> <li>c. \$150,000 Title I, \$200,000 LCFF S &amp; C</li> <li>d. LCFF S &amp; C</li> <li>e. GEAR UP, Title I, Title III</li> </ul>

Year

2017-18

2018-19

2019-20

Budget  
Reference

Year	2017-18	2018-19	2019-20
	<p>a. Salaries and benefits that support EL, low income pupils and foster youth that are not part of the base fund</p> <p>b. Salaries and benefits that support APEX Learning credit recovery program</p> <p>c. Teacher supplemental hourly pay to support APEX after-school program (Object code 1103)</p>	<p>a. Salaries and benefits that support EL, low income pupils and foster youth that are not part of the base fund</p> <p>b. Salaries and benefits that support APEX Learning credit recovery program</p> <p>c. Teacher supplemental hourly pay to support APEX after-school program (Object code 1103)</p>	<p>f. \$233,000 LCFF S &amp; C, Title I \$77,000</p> <p>g. LCFF S &amp; C</p> <p>h. LCFF S &amp; C</p> <p>a. APEX Learning credit recovery program</p> <p>b. Teacher supplemental hourly pay to support APEX after-school program (Object code 1103)</p> <p>c. Summer learning academy to improve students' language, literacy and numeracy skills (Object codes 1103, 4150, 4310)</p> <p>d. Summer Film Academy to develop students' communication skills (Object codes 1103, 4150, 4310)</p> <p>e. AVID Summer Training (Object Code 5210)</p> <p>f. AVID tutors' salaries</p> <p>g. Counselor salaries and benefits, and ancillary costs to support college access programs</p> <p>h. Salaries and benefits for teachers and counselors at Independent Learning Centers, independent study</p>

## Action 1.10

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

Students with Disabilities

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

NA

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

NA

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Unchanged

Select from New, Modified, or Unchanged for 2018-19

Unchanged

Select from New, Modified, or Unchanged for 2019-20

Modified

2017-18 Actions/Services

Improve services for Students With Disabilities (SWD) and expand SWD access to the core curriculum.

2018-19 Actions/Services

Improve services for Students With Disabilities (SWD) and expand SWD access to the core curriculum.

2019-20 Actions/Services

Improve placement, instructional practices, and monitoring of Students With Disabilities (SWD) to increase academic and social success.

### Budgeted Expenditures

YEAR	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$278,000</li> <li>b. \$56,240,000</li> <li>c. \$130,000</li> <li>d. \$1,550,000</li> <li>e. \$130,000</li> <li>f. \$134,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$290,000</li> <li>b. \$59,052,000</li> <li>c. \$138,000</li> <li>d. \$1,600,000</li> <li>e. \$135,000</li> <li>f. \$140,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$440,000</li> <li>b. \$60,800,000</li> <li>c. \$138,000</li> <li>d. \$135,000</li> <li>e. \$144,000</li> <li>f. \$288,000</li> <li>g. \$60,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. Medi-Cal, LCFF</li> <li>b. Special Education State and Federal Funding, and Mental Health State and Federal Funding</li> <li>c. LCFF</li> <li>d. LCFF</li> <li>e. LCFF</li> <li>f. Special Education Funds</li> </ul>	<ul style="list-style-type: none"> <li>a. Medi-Cal, LCFF</li> <li>b. Special Education State and Federal Funding, and Mental Health State and Federal Funding</li> <li>c. LCFF</li> <li>d. LCFF</li> <li>e. LCFF</li> <li>f. Special Education Funds</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF S &amp; C</li> <li>b. Special Education State and Federal Funding, and Mental Health State and Federal Funding</li> <li>c. LCFF S &amp; C</li> <li>d. LCFF Base</li> <li>e. Special Education Funds</li> <li>f. Special Education Funds</li> <li>g. Special Education Funds</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. Salaries and benefits for additional 2 Psychologists</li> <li>b. Salaries and benefits for all positions that provide services to SWDs (not including those referenced in letter a, c, d, e, or f)</li> <li>c. Salaries and benefits for SWD curriculum specialist</li> <li>d. Salaries and benefits for SWD instructional assistants added in 2015-16</li> <li>e. Salary and benefits for speech-language pathologist added in 2016-17</li> </ul>	<ul style="list-style-type: none"> <li>a. Salaries and benefits for additional 2 Psychologists</li> <li>b. Salaries and benefits for all positions that provide services to SWDs (not including those referenced in letter a, c, d, e, or f)</li> <li>c. Salaries and benefits for SWD curriculum specialist</li> <li>d. Salaries and benefits for SWD instructional assistants added in 2015-16</li> <li>e. Salary and benefits for speech-language pathologist added in 2016-17</li> <li>f. Salary and benefits for FTE Assistive</li> </ul>	<ul style="list-style-type: none"> <li>a. Salaries and benefits for additional psychologists</li> <li>b. Salaries and benefits for all positions that provide services to SWDs (not including those referenced in letter a, c, d, e, or f)</li> <li>c. Salaries and benefits for SWD curriculum specialist</li> <li>d. Salary and benefits for speech-language pathologist added in 2016-17</li> <li>e. Salary and benefits for FTE Assistive Technology Specialist added in 2016-17</li> <li>f. Salaries and benefits for vocational</li> </ul>

YEAR	2017-18	2018-19	2019-20
	f. Salary and benefits for FTE Assistive Technology Specialist added in 2016-17	Technology Specialist added in 2016-17	counselors for SWD transition program g. Test batteries and protocols

**Action 1.11**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA

NA

NA

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged

Modified

Modified

2017-18 Actions/Services

Create post-secondary transition opportunities that support students' matriculation to post-secondary programs and build college and career readiness skills.

2018-19 Actions/Services

Create post-secondary transition opportunities that support students' matriculation to post-secondary programs and build college and career readiness skills.

2019-20 Actions/Services

Create post-secondary transition and support opportunities for students that build college and career readiness skills.

**Budgeted Expenditures**

YEAR	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$25,000</li> <li>b. \$10,000</li> <li>c. \$58,000</li> <li>d. \$268,000</li> <li>e. \$186,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$48,000</li> <li>b. \$75,000</li> <li>c. \$25,000</li> <li>d. \$10,000</li> <li>e. \$58,000</li> <li>f. \$280,000</li> <li>g. \$195,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$28,000</li> <li>b. \$20,000</li> <li>c. \$75,000</li> <li>d. \$25,000</li> <li>e. \$10,000</li> <li>f. \$310,00</li> <li>g. \$20,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. AUHSD Foundation</li> <li>b. Site LCFF</li> <li>c. LCFF</li> <li>d. Special Education Funds</li> <li>e. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF</li> <li>b. LCFF</li> <li>c. AUHSD Foundation</li> <li>d. Site LCFF</li> <li>e. LCFF</li> <li>f. Special Education Funds</li> <li>g. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF S &amp; C</li> <li>b. LCFF S &amp; C</li> <li>c. LCFF S &amp; C</li> <li>d. LCFF S &amp; C</li> <li>e. Site LCFF</li> <li>f. LCFF S &amp; C</li> <li>g. LCFF S &amp; C</li> </ul>



YEAR

2017-18

2018-19

2019-20

Budget Reference

- a. District College and Career Fair (Object codes 1103, 2465, 5712)
- b. Site college/career fairs Object codes 1103, 2465, 5712)
- c. California College Guidance Initiative (CCGI) software (Object code 5880)
- d. Salaries and benefits for vocational counselors for SWD transition program
- e. Salaries and benefits for College and Career Community Partnership/AIME Coordinators

- a. Stipends for site AIME coordinators (Object code 1114)
- b. AIME program support (Object codes 5712, 1102, 5721)
- c. District College and Career Fair (Object codes 1103, 2465, 5712)
- d. Site college/career fairs Object codes 1103, 2465, 5712)
- e. California College Guidance Initiative (CCGI) software (Object code 5880)
- f. Salaries and benefits for vocational counselors for SWD transition program
- g. Salaries and benefits for College and Career Community Partnership/AIME Coordinators

- a. Stipends for AIME coordinators (Object code 1114)
- b. Stipends for work based learning coordinators
- c. AIME program support (Object codes 5712, 1102, 5721)
- d. District College and Career Fair (Object codes 1103, 2465, 5712)
- e. Site college/career fairs Object codes 1103, 2465, 5712)
- f. Salaries and benefits for College and Career Community Partnership/AIME Coordinators
- g. Stipends for civic engagement

# Goals, Actions, & Services

Strategic Planning Details and Accountability

Unchanged goal

## Goal 2

**Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.**

**State and/or Local Priorities addressed by this goal:**

State Priorities: **Priority #3**—Parental Involvement (Conditions of Learning)

Local Priorities: Local Priorities are indicated through the actions listed in the LCAP, and State Priorities 1, 2, 4, 5, 6, 7 and 8 are not explicitly addressed in Goal 2.

**Identified Need:**

- 2.1. Expand parents' and students' understanding of the importance of successful completion of rigorous courses of study, because not all parents and students understand the importance of completing A-G requirements, and how skills developed through the completion of rigorous courses of study help students to successfully compete in the workforce and in post-secondary educational settings.
- 2.2. Additional qualified personnel are needed at schools to support the needs of English Learners (EL), including Long-Term English Learners (LTEL), and Reclassified/Redesignated Fluent English Proficient (RFEP) students, because current staffing for EL and RFEP students does not support sufficient meaningful two-way communication among EL parents.
- 2.3. Expand and/or improve parent involvement services for Students With Disabilities (SWD), because not all parents of SWD understand the parameters of Free Appropriate Public Education (FAPE) or how to access the resources available, which best support their students.
- 2.4. Increase parent involvement at school sites, and also increase parents' personal connection to school sites, because not all parents feel that their feedback is valued or have been trained on how to participate in the school's decision-making process.

2.5. Increase meaningful two-way communication with all families, because not all parents know how to access timely information regarding important enrollment/registration deadlines, and/or how to access timely information regarding their students' progress.

### Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
LCAP Parent Survey	2,754 parent responses (May 2016-17)	Growth Target: Increase to 2,854 parent responses (May 2017-18)	Growth Target: Increase to 2,954 parent responses (May 2018-19)	Growth Target: Increase to 3,054 parent responses (May 2019-20)
Blackboard Connect Parent Voicemail Contacts	11,001,576 voicemails (May 2016-17)	11,001,576 voicemails (Maintain similar number of voicemail contacts in 2017-18)	11,001,576 voicemails (Maintain similar number of voicemail contacts in 2018-19)	11,001,576 voicemails (Maintain similar number of voicemail contacts in 2019-20)
Aeries Parent Email Contacts	14,784,228 emails (May 2016-17)	14,784,228 emails (Maintain similar number of voicemail contacts in 2017-18)	14,784,228 emails (Maintain similar number of voicemail contacts in 2018-19)	14,784,228 emails (Maintain similar number of voicemail contacts in 2019-20)
Parent Leadership Academy Participation	382 in 2016-17	Growth Target: Increase to 412 in 2017-18	Growth Target: Increase to 442 in 2018-19	Growth Target: Increase to 472 in 2019-20

### Planned Actions/Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

#### Action 2.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

All

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

NA

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

NA

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged

Select from New, Modified, or Unchanged for 2018-19

Unchanged

Select from New, Modified, or Unchanged for 2019-20

Modified

2017-18 Actions/Services

Improve and/or expand current support structures for parents that strengthen the connection between skills developed in school, and the skills needed to successfully compete in post-secondary educational programs and in the workforce.

2018-19 Actions/Services

Improve and/or expand current support structures for parents that strengthen the connection between skills developed in school, and the skills needed to successfully compete in post-secondary educational programs and in the workforce.

2019-20 Actions/Services

Improve and expand support structures for parents that strengthen understanding of rigorous courses of study, skills developed in school, and the skills needed to successfully compete in post-secondary educational programs and in the workforce.

**Budgeted Expenditures**

64

BOT 67

2019-20

2018-19

2017-18

YEAR

<p><b>Amount</b></p> <p>a. \$5,000 b. \$30,000 c. \$27,500</p>	<p>a. \$5,000 b. \$30,000 c. \$10,000</p>	<p>a. \$5,000 b. \$30,000 c. \$10,000</p>
<p><b>Source</b></p> <p>a. Site LCFF b. Title I c. LCFF S &amp; C</p>	<p>a. Site LCFF b. Title I c. LCFF</p>	<p>a. Site LCFF b. Title I c. LCFF</p>
<p><b>Budget Reference</b></p> <p>a. Parent learning walks (Object codes 4310, 5712) b. Programs for parents that are designed to increase awareness of post-secondary options (Object code 5800) c. Programs that provide real-world learning experiences for students (Object code 4310)</p>	<p>a. Parent learning walks (Object codes 4310, 5712) b. Programs for parents that are designed to increase awareness of post-secondary options (Object code 5800) c. Programs that provide real-world learning experiences for students (Object code 4310)</p>	<p>a. Parent learning walks (Object codes 4310, 5712) b. Programs for parents that are designed to increase awareness of post-secondary options (Object code 5800) c. Programs that provide real-world learning experiences for students (Object code 4310)</p>

**Action 2.2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

NA

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

NA

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

**English Learners**

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**LEA-wide**

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**All Schools**

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged

2017-18 Actions/Services

Provide additional qualified personnel to schools to support the needs of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEP) students, and/or Initially Fluent English Proficient (IFEP) students.

Select from New, Modified, or Unchanged for 2018-19

Modified

2018-19 Actions/Services

Provide additional qualified personnel to schools to support the needs of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEP) students, and/or Initially Fluent English Proficient (IFEP) students.

Select from New, Modified, or Unchanged for 2019-20

Modified

2019-20 Actions/Services

Provide additional qualified personnel to schools to support the needs of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEP) students, and/or Initially Fluent English Proficient (IFEP) students and their families.

**Budgeted Expenditures**

YEAR	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$876,000</li> <li>b. \$178,250</li> <li>c. \$59,800</li> <li>d. \$250,000</li> <li>e. \$118,000</li> <li>f. \$60,000</li> <li>g. \$2,000</li> </ul>	<ul style="list-style-type: none"> <li>a. 1,260,000</li> <li>b. \$178,250</li> <li>c. \$62,800</li> <li>d. \$250,000</li> <li>e. \$155,000</li> <li>f. \$75,000</li> <li>g. \$2,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$1,600,000</li> <li>b. \$81,800</li> <li>c. \$25,000</li> <li>d. \$2,000</li> </ul>

YEAR	2017-18	2018-19	2019-20
Source	<ul style="list-style-type: none"> <li>a. Title I, and Title III</li> <li>b. LCFF</li> <li>c. Title III</li> <li>d. Title I and Title III (\$200,000) and LCFF (\$50,000)</li> <li>e. LCFF</li> <li>f. LCFF</li> <li>g. Title I McKinney-Vento</li> </ul>	<ul style="list-style-type: none"> <li>a. Title I (\$840,000), LCFF (420,000)</li> <li>b. LCFF</li> <li>c. Title III</li> <li>d. Title I and Title III (\$200,000) and LCFF (\$50,000)</li> <li>e. LCFF</li> <li>f. LCFF</li> <li>g. Title I McKinney-Vento</li> </ul>	<ul style="list-style-type: none"> <li>a. \$1,100,00 Title I, \$505,000 LCFF S &amp; C</li> <li>b. LCFF S &amp; C</li> <li>c. Title III</li> <li>d. Title I McKinney-Vento</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. Salaries and benefits for FACE Specialists (aka School Community Liaisons/Bilingual School Community Liaisons)</li> <li>b. Salaries and benefits for FACE Specialists (aka School Community Liaisons/Bilingual School Community Liaisons) added in 2015-16</li> <li>c. Salaries and benefits for Vietnamese FACE Specialist (aka School Community Liaison/Bilingual School Community Liaison)</li> <li>d. Training and resources for EL support staff (Object codes 4315, 5210, 5712)</li> <li>e. Salaries and benefits for Spanish translators/interpreters added in 2015-16</li> <li>f. Salary and benefits for Vietnamese translator/ interpreter added in 2016-17</li> <li>g. Workshops for parents of undocumented students regarding services and resources available to them (Object codes 4315, 5210, 5712)]</li> </ul>	<ul style="list-style-type: none"> <li>a. Salaries and benefits for Family and Community Engagement Specialists (FACES)</li> <li>b. Salaries and benefits for Vietnamese FACE Specialist (aka School Community Liaison/Bilingual School Community Liaison)</li> <li>c. Training and resources for EL support staff (Object codes 4315, 5210, 5712)</li> <li>d. Salaries and benefits for Spanish translators/interpreters added in 2015-16</li> <li>e. Salary and benefits for Vietnamese translator/ interpreter added in 2016-17</li> <li>f. Workshops for parents of undocumented students regarding services and resources available to them (Object codes 4315, 5210, 5712)</li> </ul>	<ul style="list-style-type: none"> <li>a. Salaries and benefits for Family and Community Engagement Specialists (FACES)</li> <li>b. Salaries and benefits for Vietnamese FACE Specialist</li> <li>c. Training and resources for EL support staff (Object codes 4315, 5210, 5712)</li> <li>d. Workshops for parents of undocumented students regarding services and resources available to them (Object codes 4315, 5210, 5712)</li> </ul>

## Action 2.3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

Students with Disabilities

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA

NA

NA

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged

Unchanged

Unchanged

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Expand and/or improve parent involvement services for Students With Disabilities (SWD).

Expand and/or improve parent involvement services for Students With Disabilities (SWD).

Expand and/or improve parent involvement services for Students With Disabilities (SWD).

### Budgeted Expenditures



YEAR	2017-18	2018-19	2019-20
Amount	a. \$5,000	b. \$5,000	a. \$5,000
Source	a. Special Education Funds	b. Special Education Funds	a. Special Education Funds
Budget Reference	a. Mailing costs (Object code 5910)	b. Mailing costs (Object code 5910)	a. Mailing costs (Object code 5910)

**Action 2.4**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

NA

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

NA

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

English Learners, Foster Youth, and Low Income

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

LEA-wide

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

All Schools

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Modified

Select from New, Modified, or Unchanged for 2018-19

Unchanged

Select from New, Modified, or Unchanged for 2019-20

Modified

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Increase parental involvement and personal connection to school sites by establishing, expanding, or refining parent resources that are available at all school sites, particularly for Low-Income, EL, and Foster Youth subgroups.	Increase parental involvement and personal connection to school sites by establishing, expanding, or refining parent resources that are available at all school sites, particularly for Low-Income, EL, and Foster Youth subgroups.	Increase engagement, communication and support for parents by establishing, expanding, or refining resources that are available at all schools. <i>Includes actions from previous year LCAP 2.5</i>
---	---	---

**Budgeted Expenditures**

YEAR	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$52,000</li> <li>b. \$65,000</li> <li>c. \$70,000</li> <li>d. \$3,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$54,000</li> <li>b. \$67,000</li> <li>c. \$70,000</li> <li>d. \$3,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$70,000</li> <li>b. \$3,000</li> <li>c. \$2,000</li> <li>d. \$5,000</li> <li>e. \$65,000</li> <li>f. \$427,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. Title III</li> <li>b. Title III</li> <li>c. Site Title I</li> <li>d. Title I McKinney-Vento</li> </ul>	<ul style="list-style-type: none"> <li>a. Title III</li> <li>b. Title III</li> <li>c. Site Title I</li> <li>d. Title I McKinney-Vento</li> </ul>	<ul style="list-style-type: none"> <li>a. Site Title I</li> <li>b. Title I McKinney-Vento</li> <li>c. Site LCFF S &amp; C</li> <li>d. Site Title I</li> <li>e. LCFF S &amp; C</li> <li>f. LCFF S &amp; C</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. Salary and benefits for Vietnamese Bilingual Instructional Assistant</li> <li>b. Salary and benefits for Korean Bilingual Instructional Assistant</li> <li>c. Parent education programs (Object codes 4315, 5800, 5210, 5712)</li> <li>d. Parent social-emotional workshops (1103, 4315)</li> </ul>	<ul style="list-style-type: none"> <li>a. Salary and benefits for Vietnamese Bilingual Instructional Assistant</li> <li>b. Salary and benefits for Korean Bilingual Instructional Assistant</li> <li>c. Parent education programs (Object codes 4315, 5800, 5210, 5712)</li> <li>d. Parent social-emotional workshops (1103, 4315)</li> </ul>	<ul style="list-style-type: none"> <li>a. Parent education programs (Object codes 4315, 5800, 5210, 5712)</li> <li>b. Parent social-emotional workshops (1103, 4315)</li> <li>c. Aeries parent portal training</li> <li>d. Software classes for parents</li> <li>e. Aeries communications</li> <li>f. Classified salaries and benefits</li> </ul>

# Goals, Actions, & Services

Strategic Planning Details and Accountability

Unchanged goal

## Goal 3

**Provide and nurture a safe, reflective, responsive, and positive school culture.**

**State and/or Local Priorities addressed by this goal:**

State Priorities: **Priority 1**–Basic (Conditions of Learning)

**Priority 5**–Pupil Engagement (Engagement)

**Priority 6**– School Climate (Engagement)

Local Priorities are indicated through the actions listed in the LCAP and State Priorities 2, 3, 4, 7 and 8 are not explicitly addressed in Goal 3.

### Identified Need:

Refine/improve District systems for identifying and supporting students with significant truancy issues.

3.1 Refine/improve District systems for identifying and supporting students with significant truancy issues.

3.2 Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.

3.3 Effectively monitor student academic progress and implement support services recommended by American School Counselor Association (ASCA) National Standards.

3.4 Upgrade facilities and address maintenance needs to provide safe and healthy learning environments for all students.

3.5 Increase academic and social-emotional support for Foster Youth and McKinney-Vento students.

## Expected Annual Measurable Outcomes

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Sarc/Williams Reporting: School]	School facilities are maintained and in good repair, as evidenced by 2016-17 Facilities Inspection	School facilities are maintained and in good repair, as evidenced by 2017-18 Facilities Inspection	School facilities are maintained and in good repair, as evidenced by 2018-19 Facilities Inspection	School facilities are maintained and in good repair, as evidenced by 2019-20 Facilities Inspection
Facilities Are Properly Maintained	Tool (FIT) results, and also reported in 2016 SARC, that were published in January 2017	Tool (FIT) results, and also reported in 2017 SARC, that will be published in January 2018.	Tool (FIT) results, and also reported in 2018 SARC, that will be published in January 2019.	Tool (FIT) results, and also reported in 2019 SARC, that were published in January 2020.
Graduation Rate: District-Wide	In 2015-16, the District-wide graduation rate was 88.5% (Most current results available are from the prior school year.)	Growth Target: Increase to 89.5% in 2016-1	Growth Target: Increase to 90% in 2017-18	Growth Target: Increase to 89% in 2018-19
Graduation Rate: Low-Income Pupils (LIP)	In 2015-16, the LIP graduation rate was 85.4% (Most current results available are from the prior school year.)	In 2015-16, the LIP graduation rate was 85.4% (Most current results available are from the prior school year.)	Growth Target: Increase to 86.5% in 2017-18	Growth Target: Increase to 87% in 2018-19
Graduation Rate: EL	In 2015-16, the EL graduation rate was 79.0%. (Most current results available are from the prior school year.)	Growth Target: Increase to 79.5% in 2016-17	Growth Target: Increase to 80% in 2017-18	Growth Target: Increase to 78% in 2018-19
Graduation Rate: Students With Disabilities (SWD)	In 2015-16, the SWD graduation rate was 73.4%. (Most current results available are from the prior school year.)	Growth Target: Increase to 75% in 2016-17	Growth Target: Increase to 75.5% in 2017-1	Growth Target: Increase to 79% in 2018-19
Attendance Rate: District-Wide	95.24 in 2015-16 (Most current results available are from the prior school year.)	Growth Target: Increase to 95.5% in 2016-17	Growth Target: Increase to 96% in 2017-1	Maintain 96% in 2018-19

Metrics/Indicators	Baseline	2017-18	2018-19	2019-20
Chronic Absenteeism Rate: District-Wide	12.48% in 2015-16 (Most current results available are from the prior school year.)	Growth Target: Decrease to 12% in 2016-17	Growth Target: Decrease to 11.5% in 2017-18	Growth Target: Maintain 8.3% in 2018-19
Suspension Rate: District-Wide	5.1% in 2015-16 (Most current results available are from the prior school year.)	Growth Target: Decrease by .1% to 5% in 2016-17	Maintain 5% suspension rate in 2017-18	Maintain 5% suspension rate in 2018-19
Suspension Rate: EL	8.7% in 2015-16 (Most current results available are from the prior school year.)	Growth Target: Decrease by .7% to 8% in 2016-17	Growth Target: Decrease by 1% to 7% in 2017-18	Growth Target: Decrease by 1% to 6% in 2018-19
Suspension Rate: SWD	10.7% in 2015-16 (Most current results available are from the prior school year.)	Growth Target: Decrease by 1.7% to 9% in 2016-17	Growth Target: Decrease by 1% to 8% in 2017-1	Growth Target: Decrease by 1% to 7% in 2018-19
Expulsion Rate: District-Wide	The 2015-16 District-wide expulsion rate is .1%. (Most current results available are from the prior school year.)	Maintain expulsion rate of less than 1% in 2016-1	Maintain expulsion rate of less than 1% in 2017-18	Maintain expulsion rate of less than 1% in 2018-19
High School Dropout Rate: District-Wide	6.4% in 2015-16 (Most current results available are from the prior school year.)	Growth Target: Decrease by .5% to 6% in 2016-17	Growth Target: Decrease by .5% to 5.5% in 2017-18	Growth Target: Decrease by .5% to 5% in 2018-19
Middle School/Junior High School Dropout Rate: District-Wide]	10% in 2015-16 (Most current results available are from the prior school year.)	Maintain junior high school dropout rate of less than .05% in 2016-17	Maintain junior high school dropout rate of less than .05% in 2017-18	Maintain junior high school dropout rate of less than .05% in 2018-19

## Planned Actions/Services

Complete a copy of the following table for each of the LEA's Actions/Services. Duplicate the table, including Budgeted Expenditures, as needed.

### Action 3.1

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

NA

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

NA

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

**English Learners, Foster Youth, and Low Income**

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**LEA-wide**

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**All Schools**

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged

2017-18 Actions/Services

Refine/improve the District's systemic plan for identifying and providing wrap-around support for students with significant truancy issues.

Select from New, Modified, or Unchanged for 2018-19

Modified

2018-19 Actions/Services

Refine/improve the District's systemic plan for identifying and providing wrap-around support for students with significant truancy issues

Select from New, Modified, or Unchanged for 2019-20

Modified

2019-20 Actions/Services

Refine/improve District systems for identifying and supporting students with significant truancy issues.

**Budgeted Expenditures**

YEAR	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$165,000</li> <li>b. \$145,000</li> </ul>	<ul style="list-style-type: none"> <li>a. 3,500,000</li> <li>b. \$175,000</li> <li>c. \$145,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$3,500,000</li> <li>b. \$175,000</li> <li>c. \$216,000</li> <li>d. \$207,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. LCFF</li> <li>b. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF</li> <li>b. LCFF</li> <li>c. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. LCFF S &amp; C</li> <li>b. LCFF S &amp; C</li> <li>c. LCFF S &amp; C</li> <li>d. LCFF S &amp; C</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. Salary and benefits for Attendance Program Administrator</li> <li>b. Saturday Academy program (Object codes 1103, 4310, 5712)</li> </ul>	<ul style="list-style-type: none"> <li>a. Transportation costs for students who live more than 2.5 miles from school (Object code 5721)</li> <li>b. Salary and benefits for Attendance Program Administrator</li> <li>c. Saturday Academy program (Object codes 1103, 4310, 5712)</li> </ul>	<ul style="list-style-type: none"> <li>a. Transportation costs for students who live more than 2.5 miles from school (Object code 5721)</li> <li>b. Salary and benefits for Attendance Program Administrator</li> <li>c. Saturday Academy program (Object codes 1103, 4310, 5712)</li> <li>d. Classified salaries and benefits to monitor and recover attendance</li> </ul>

**Action 3.2**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from All, Students with Disabilities, or Specific Student Groups)

NA

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

NA

**OR**

75

**For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:**

**Students to be Served:** (Select from English Learners, Foster Youth, and/or Low Income) **Scope of Services:** (Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s)) **Location(s):** (Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**English Learners, Foster Youth, and Low Income** **LEA-wide** **All Schools**

**Actions/Services**  
 Select from New, Modified, or Unchanged for 2017-18  
 Unchanged  
 Select from New, Modified, or Unchanged for 2018-19  
 Unchanged  
 Select from New, Modified, or Unchanged for 2019-20  
 Unchanged

**2017-18 Actions/Services**  
 Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health school resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.

**2018-19 Actions/Services**  
 Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health school resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.

**2019-20 Actions/Services**  
 Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), that includes increased support of mental health resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning. *Includes actions from previous year LCAP 3.3 and 3.4*

**Budgeted Expenditures**

YEAR	2017-18	2018-19	2019-20
Amount	a. \$268,000 b. \$134,000 c. \$225,000 d. \$896,000 e. \$93,000	a. \$290,000 b. \$580,000 c. \$670,000 d. \$138,000 e. \$236,000	a. \$1,250,500 b. \$200,000 c. \$250,000 d. \$1,500,000 e. \$131,000



YEAR	2017-18	2018-19	2019-20
Source	<ul style="list-style-type: none"> <li>f. \$30,000</li> <li>a. LCFF</li> <li>b. United Way Funds</li> <li>c. LCFF</li> <li>d. LCFF</li> <li>e. LCFF</li> <li>f. Special Ed. Funds</li> </ul>	<ul style="list-style-type: none"> <li>f. \$896,000</li> <li>g. \$93,000</li> <li>h. \$30,000</li> <li>a. LCFF</li> <li>b. LCFF</li> <li>c. LCFF and Title I</li> <li>d. United Way Funds</li> <li>e. LCFF</li> <li>f. LCFF</li> <li>g. LCFF</li> <li>h. Special Ed. Funds</li> </ul>	<ul style="list-style-type: none"> <li>f. \$99,000</li> <li>g. \$120,000</li> <li>h. \$150,000</li> <li>a. \$156,700 Title I, \$122,000 Title IV, \$362,300 Grant funds, \$609,500 LCFF S &amp; C</li> <li>b. LCFF S &amp; C</li> <li>c. LCFF S &amp; C</li> <li>d. LCFF S &amp; C</li> <li>e. LCFF S &amp; C</li> <li>f. LCFF S &amp; C</li> <li>g. LCFF S &amp; C</li> <li>h. LCFF S &amp; C</li> </ul>
Budget Reference	<ul style="list-style-type: none"> <li>a. Salaries and benefits for licensed social workers</li> <li>b. Salaries and benefits for licensed social worker</li> <li>c. Salaries and benefits for health technicians</li> <li>d. Salaries and benefits for assistant principals</li> <li>e. Salaries and benefits for teacher of Alternatives to Suspension program</li> <li>f. Graduate-level interns' hourly pay (Object code 2456)</li> </ul>	<ul style="list-style-type: none"> <li>a. Salaries and benefits for counselors</li> <li>b. Salaries and benefits for counselors</li> <li>c. Salaries and benefits for licensed social workers</li> <li>d. Salaries and benefits for licensed social worker</li> <li>e. Salaries and benefits for health technicians</li> <li>f. Salaries and benefits for assistant principals</li> <li>g. Salaries and benefits for teacher of Alternatives to Suspension program</li> <li>h. Graduate-level interns' hourly pay (Object code 2456)</li> </ul>	<ul style="list-style-type: none"> <li>a. Salaries and benefits for licensed social workers</li> <li>b. OC Human relations contract</li> <li>c. Salaries and benefits for health technicians</li> <li>d. Salaries and benefits for assistant principals</li> <li>e. Salaries and benefits for teacher of Alternatives to Suspension program</li> <li>f. Salaries and benefits for campus security personnel</li> <li>g. Graduate-level interns' hourly pay (Object code 2456)</li> <li>h. Salaries and benefits for behavior intervention specialist</li> </ul>

## Action 3.3

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

All

All Schools

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

### Students to be Served:

(Select from English Learners, Foster Youth, and/or Low Income)

### Scope of Services:

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA

NA

NA

### Actions/Services

Select from New, Modified, or Unchanged for 2017-18

Select from New, Modified, or Unchanged for 2018-19

Select from New, Modified, or Unchanged for 2019-20

Unchanged

Unchanged

Modified

2017-18 Actions/Services

2018-19 Actions/Services

2019-20 Actions/Services

Increase the number of counselors at schools to effectively monitor student progress and implement support services recommended by American School Counselor Association (ASCA) National Standards Mindsets and Behaviors for Student Success.

Increase the number of counselors at schools to effectively monitor student progress and implement support services recommended by American School Counselor Association (ASCA) National Standards Mindsets and Behaviors for Student Success.

Effectively monitor student academic progress and implement support services recommended by American School Counselor Association (ASCA) National Standards.

**Budgeted Expenditures**

YEAR	2017-18	2018-19	2019-20
Amount	a. \$51,000	a. \$51,000	a. \$1,200,000 b. \$150,000 c. \$51,000
Source	a. Site LCFF	a. Site LCFF	a. LCFF S & C b. LCFF S & C c. Site LCFF
Budget Reference	a. Student orientation programs such as Link Crew (Object codes 1103, 4315, 4320, 5712)	a. Student orientation programs such as Link Crew (Object codes 1103, 4315, 4320, 5712)	a. Salaries and benefits for counselors b. Salaries and benefits for counselor on special assignment c. Student orientation programs such as Link Crew (Object codes 1103, 4315, 4320, 5712)

**Action 3.4**

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
(Select from All, Students with Disabilities, or Specific Student Groups)      **Location(s):**  
(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

**All**      **All Schools**

**OR**

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**  
(Select from English Learners, Foster Youth, and/or Low Income)

**Scope of Services:**  
(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**Location(s):**  
(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

NA	NA	NA
----	----	----

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18	Select from New, Modified, or Unchanged for 2018-19	Select from New, Modified, or Unchanged for 2019-20
Unchanged	Unchanged	Modified

2017-18 Actions/Services	2018-19 Actions/Services	2019-20 Actions/Services
Upgrade facilities to improve educational learning environments.	Upgrade facilities to improve educational learning environments.	Upgrade facilities and address maintenance needs to provide safe and healthy learning environments for all students.

**Budgeted Expenditures**

YEAR	2017-18	2018-19	2019-20
Amount	<ul style="list-style-type: none"> <li>a. \$8,200,000</li> <li>b. \$15,000</li> <li>c. \$211,000</li> <li>d. \$309,000</li> <li>e. \$74,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$8,200,000</li> <li>b. \$155,000</li> <li>c. \$15,000</li> <li>d. \$75,000</li> <li>e. \$324,000</li> <li>f. \$77,000</li> <li>g. \$1,130,000</li> </ul>	<ul style="list-style-type: none"> <li>a. \$8,200,000</li> <li>b. \$380,000</li> <li>c. \$83,000</li> <li>d. \$638,000</li> <li>e. \$168,000</li> </ul>
Source	<ul style="list-style-type: none"> <li>a. Measure H Bond</li> <li>b. LCFF</li> <li>c. LCFF</li> <li>d. LCFF</li> <li>e. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. Measure H Bond</li> <li>b. One Time Funding</li> <li>c. LCFF</li> <li>d. LCFF</li> <li>e. LCFF</li> </ul>	<ul style="list-style-type: none"> <li>a. Measure H Bond</li> <li>b. LCFF S &amp; C</li> <li>c. LCFF S &amp; C</li> <li>d. LCFF S &amp; C</li> <li>e. LCFF S &amp; C</li> </ul>

YEAR

2017-18

2018-19

2019-20

Budget Reference	2017-18	2018-19	2019-20
	<ul style="list-style-type: none"> <li>a. Facilities repairs, upgrades, and beautification of school sites (Object codes 4370, 6165,6170 6200)</li> <li>b. Training for Audio-Visual Technicians (Object codes 2465, 5210)</li> <li>c. Salaries and benefits for custodians</li> <li>d. Salaries and benefits for athletic field workers</li> <li>e. Salaries and benefits for grounds technician</li> </ul>	<ul style="list-style-type: none"> <li>f. LCF</li> <li>g. Measure H Bond</li> </ul> <ul style="list-style-type: none"> <li>a. Facilities repairs, upgrades, and beautification of school sites (Object codes 4370, 6165,6170 6200)</li> <li>b. Facilities repairs, upgrades, and beautification of District auditoriums (Object codes 4370, 6165,6170 6200)</li> <li>c. Training for Audio-Visual Technicians (Object codes 2465, 5210)</li> <li>d. Salaries and benefits for custodians</li> <li>e. Salaries and benefits for athletic field workers</li> <li>f. Salaries and benefits for grounds technician</li> <li>g. Security Cameras/Alarm Systems</li> </ul>	<ul style="list-style-type: none"> <li>a. Facilities repairs, upgrades, and beautification of school sites (Object codes 4370, 6165,6170 6200)</li> <li>b. Salaries and benefits for athletic field workers</li> <li>c. Salaries and benefits for grounds technician</li> <li>d. Salaries and benefits for site technicians to maintain technology</li> <li>e. Salaries and benefits for network manager</li> </ul>

### Action 3.5

For Actions/Services not included as contributing to meeting the Increased or Improved Services Requirement:

#### Students to be Served:

(Select from All, Students with Disabilities, or Specific Student Groups)

NA

#### Location(s):

(Select from All Schools, Specific Schools, and/or Specific Grade Spans):

NA

OR

For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement:

**Students to be Served:**

(Select from English Learners, Foster Youth, and/or Low Income)

**English Learners, Foster Youth, and Low Income**

**Scope of Services:**

(Select from LEA-wide, Schoolwide, or Limited to Unduplicated Student Group(s))

**LEA-wide**

**Location(s):**

(Select from All Schools, Specific Schools, and/or Specific Grade Spans)

**All Schools**

**Actions/Services**

Select from New, Modified, or Unchanged for 2017-18

Unchanged

2017-18 Actions/Services

Increase academic support and extracurricular engagement opportunities for Foster Youth and McKinney-Vento students by providing additional support.

Select from New, Modified, or Unchanged for 2018-19

Unchanged

2018-19 Actions/Services

Increase academic support and extracurricular engagement opportunities for Foster Youth and McKinney-Vento students by providing additional support.

Select from New, Modified, or Unchanged for 2019-20

Modified

2019-20 Actions/Services

Increase academic and social-emotional support for Foster Youth and McKinney-Vento students.

**Budgeted Expenditures**

YEAR	2017-18	2018-19	2019-20
Amount	a. \$10,000	a. \$10,000	a. \$10,000 b. \$109,000
Source	a. LCFF	a. LCFF	a. LCFF S & C b. LCFF S & C

YEAR	2017-18	2018-19	2019-20
Budget Reference	a. Instructional materials for Foster Youth and McKinney-Vento students (Object code 4210)	a. Instructional materials for Foster Youth and McKinney-Vento students (Object code 4210)	a. Instructional materials for Foster Youth and McKinney-Vento students (Object code 4210) b. Classified salaries and benefits to support outreach

# Demonstration of Increased or Improved Services for Unduplicated Pupils

LCAP Year: 2019–20		
Estimated Supplemental and Concentration Grant Funds		Percentage to Increase or Improve Services
\$ 64,353,354		24.34%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

One of the guiding values of the Anaheim Union High School District is the belief that effective first-best classroom instruction is a top priority for our instructional program that supports all students, including students with special needs and/or unduplicated pupils. The District is choosing to use the proportionate share of the total Local Control Funding Formula (LCFF), approximately \$7.1 million, to maintain services that were supported with Economic Impact Aid-Limited English Proficient (EIA-LEP) funding, and approximately \$57.2 million to improve or expand services for Low Income Pupils, English Learners, and Foster Youth. As stated on the first page of this document, the AUHSD Local Control and Accountability Plan (LCAP) is designed to meet the needs of all students, and in particular the unduplicated student population of low-income, English learners, and foster youth, which is approximately 72%.

With these student subgroups in mind, the District is leveraging resources to improve and/or expand academic and behavioral services for unduplicated students that help support successful student achievement outcomes. Several schoolwide and districtwide services that are highlighted in this section are principally directed toward meeting goals for unduplicated pupils.

a. The District has improved the instructional model for English Learners (EL) through professional learning for teachers and administrators focused on the Blueprints for Effective Leadership and Instruction for our English Learners' Future (B.E.L.I.E.F.). Additionally, implementing District-wide agreed upon pedagogical best practices for EL students, such as intentional lesson design that allows EL students to speak at least 30% of each period and daily writing opportunities. This work is supported by a District taskforce that coordinates with school level EL teams.

b. The District has improved monitoring practices to guarantee that all EL students are being monitored from progression through the ELD program to successful reclassification. The District's EL and Multi-Lingual Services Department and ELD site teams are analyzing data, monitoring ELD progress, and implementing the LCAP recommendations that continue to improve services for EL students.



- c. Ongoing professional development in the areas of social emotional learning and civic engagement foster learning environments that are responsive to students' mental health needs and provide opportunities for them to explore topics that are relevant and applicable to their own lives.
- d. As part of MTSS, each school has access to tools and a defined process for identifying the causation of student disciplinary incidents and truancy issues, and guidance for the implementation of appropriate interventions. The District has improved practices of district-level and school-level teams in the analysis of disciplinary data resulting in better understanding of interventions needed to prevent disproportionate disciplinary infractions.
- e. The District has refined the systemic plan for identifying and providing wrap-around support for students with significant truancy issues. This includes the development of a district-wide systemic attendance monitoring system that leads to reduced dropouts and increased numbers of students who graduate from high school. The District has also expanded the Saturday Academy program, which is designed to help students recover lost instructional time due to attendance issues, and foster improved student achievement outcomes.
- f. The District has expanded programs for students to remediate credit deficiencies, which includes services/programs that help struggling students earn a high school diploma, such as the APEX Learning credit recovery program, and other after-school and summer program options. Each school implements targeted academic interventions intended to close the opportunity gap among student subgroups. Additionally, the District has continued to support its Independent Learning Center (ILC) program, which concentrates on reconnecting students, who have dropped-out of school, with a pathway toward graduation, and post-secondary options. New independent studies programs were also opened to accommodate a greater need to provide students with a flexible and accommodating learning environment.
- g. The District has hired additional licensed social workers to provide appropriate mental-health and behavioral services to EL, McKinney-Vento, and Foster Youth students, which includes school social-emotional counseling, school-based mental-health services and in-school therapeutic services. Also, the District is providing ongoing professional learning/training for teachers with an emphasis on deepening their understanding of equity, social-emotional needs, and cultural relevancy.
- h. The District has expanded family-engagement services by providing a language appropriate Family and Community Engagement Specialist (FACES) at all schools. Though the FACES program, the District has increased the connection between parents/families of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEF) students, and Initially Fluent English Proficient (IFEP) students and their schools. The District also continues to provide parent/family involvement opportunities, such as the Parent Leadership Academy, that teach parents how to best support their children's efforts to be successful in school, how to be an effective advocate for their children, and how to be more involved in their school's decision making process.
- i. The District has created post-secondary transition opportunities that support students' matriculation to post-secondary programs and build college and career readiness skills. The implementation of the Anaheim Union Educational Pledge provides a framework from 7<sup>th</sup> to 12<sup>th</sup> grade to ensure students are ready for post-secondary life. One example of this is the Anaheim Innovative Mentoring Experience (AIME) program has served nearly 5,000 AUHSD students through a unique, tiered mentoring program. Students benefit from mentoring experiences that help prepare them for the demands of college and career in an authentic environment. Some of the District's community partners that participate in the AIME program include: Kaiser, Anaheim White House, City of Anaheim, Modern Gourmet Foods, GEAR UP, and California State University, Fullerton (CSUF). The AIME program aligns mentoring and internship experiences with CTE pathways when possible as well.
- For the complete list of actions/services that the District is implementing to support improved student learning outcomes, please refer to the "AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool (LCAP Planning Tool)," which starts on page 93 of this document. The

LCAP Planning Tool includes districtwide and schoolwide actions and services, as well as actions and services that specifically support the learning needs of unduplicated pupils.

LCAP Year: 2018–19

Estimated Supplemental and Concentration Grant Funds      Percentage to Increase or Improve Services

\$ 61,119,306

23.73%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

One of the guiding values of the Anaheim Union High School District is the belief that effective first-best classroom instruction is a top priority for our instructional program that supports all students, including students with special needs and/or unduplicated pupils. The District is choosing to use the proportionate share of the total Local Control Funding Formula (LCFF), approximately \$6.8 million, to maintain services that were supported with Economic Impact Aid-Limited English Proficient (EIA-LEP) funding, and approximately \$54.3 million to improve or expand services for Low Income Pupils, English Learners, and Foster Youth. As stated on the first page of this document, the AUHSD Local Control and Accountability Plan (LCAP) is designed to meet the needs of all students, and in particular the unduplicated student population of low-income, English learners, and foster youth, which is approximately 72%.

With these student subgroups in mind, the District is leveraging resources to improve and/or expand academic and behavioral services for unduplicated students that help support successful student achievement outcomes. Several schoolwide and districtwide services that are highlighted in this section are principally directed toward meeting goals for unduplicated pupils.

a. The District has improved the instructional model for English Learners (EL) to increase access to, and completion of, A-G courses, which includes: professional learning/training for teachers, counselors, administrators, instructional assistants, and other paraprofessionals to better support an improved EL instructional model; training on English Language Development (ELD) Standards, and English Language Arts (ELA)/English Language Development (ELD) Framework; and, implementing District-wide agreed upon pedagogical best practices for EL students, such as intentional lesson design allows EL students to speak at least 30% of each period and daily writing opportunities. Teachers are incorporating ELD Standards into their daily lesson design and increasing EL students' engagement in the learning process through expanded access to appropriate technological resources. The language needs of EL students with disabilities are being better supported through the IEP process, by providing linguistically appropriate goals and objectives. The District's Newcomer EL Task Force is working to improve wrap-around services needed to best support Newcomer EL students.

- b. The District has improved monitoring practices to guarantee that all EL students are being monitored from progression through the ELD program to successful reclassification. The District's EL and Multi-Lingual Services Department and ELD site teams are analyzing data, monitoring ELD progress, and implementing the LCAP recommendations that continue to improve services for EL students.
- c. The District has expanded programs such as the Advancement Via Individual Determination (AVID) Excel, which employ the use of one-to-one and small group academic tutoring by college students, to better support the needs of Long Term English Learners (LTEL). The District has also expanded college and career enrichment programs to promote biliteracy, which serve as a gateway for Redesignated Fluent English Proficient (RFEP) students to access Advanced Placement (AP) courses.
- d. Through the District's Multi-Tiered System of Supports (MTSS), the use of high quality evidence-based instruction, intervention, and assessment practices have been increased/more intentionally implemented to ensure that every student receives the appropriate level of support to successfully complete high school graduation requirements, as well as A-G requirements. This includes formally and regularly assessing the educational strengths and needs of EL, McKinney-Vento, and Foster Youth students, and ensuring that all students, including EL, McKinney-Vento and Foster Youth, are provided with challenging learning environments, and engaging extracurricular activities. Students with special needs and/or SWD are also promptly assessed for, and provided with, appropriate Special Education or 504 accommodations.
- e. As part of MTSS, each school has access to tools and a defined process for identifying the causation of student disciplinary incidents and truancy issues, and guidance for the implementation of appropriate interventions. The District has improved/refined practices of district-level and school-level teams in the analysis of disciplinary data respective to specific subgroups, and the implementation of interventions provided to subgroups with disproportionate disciplinary infractions.
- f. The District has refined/improved the systemic plan for identifying and providing wrap-around support for students with significant truancy issues. This includes the development of a district-wide systemic attendance monitoring system that leads to reduced dropouts and increased numbers of students who graduate from high school. The District has also expanded the Saturday Academy program, which is designed to help students recover lost instructional time due to attendance issues, and foster improved student achievement outcomes.
- g. The District has expanded basic services/programs for students to remediate credit deficiencies, which includes services/programs that help struggling students earn a high school diploma, such as the APEX Learning credit recovery program, and other after-school and summer program options. Each school implements targeted academic interventions intended to close the opportunity gap among student subgroups. Additionally, the District has continued to support and expand its Independent Learning Center (ILC) program, which concentrates on reconnecting students, who have dropped-out of school, with a pathway toward graduation, and post-secondary options.
- h. The District has expanded services/hired additional licensed social workers to provide appropriate mental-health and behavioral services to EL, McKinney-Vento, and Foster Youth students, which includes school social-emotional counseling, school-based mental-health services and in-school therapeutic services, regardless of whether or not these students qualify for special education services. Also, the District is providing ongoing professional learning/training for teachers with an emphasis on deepening their understanding of excellence through equity (social-emotional), disability awareness, and cultural relevancy.
- i. The District has expanded family-engagement services by providing a language appropriate Family and Community Engagement Specialist (FACES) at all schools. Though the FACES program, the District has increased the connection between parents/families of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEP) students, and Initially Fluent English Proficient (IFEP) students and their schools. The District also continues to provide parent/family involvement opportunities, such as the Parent Leadership Academy, that teach parents how to

best support their children's efforts to be successful in school, how to be an effective advocate for their children, and how to be more involved in their school's decision making process. Additionally, the District continues to partner with North Orange County Community College District (NOCCCD) to expand ESL, Citizenship, and Computer classes for parents.

j. The District has created post-secondary transition opportunities that support students' matriculation to post-secondary programs and build college and career readiness skills. For example, the Anaheim Innovative Mentoring Experience (AIME) program has served over 3,300 AUHSD students through a unique, tiered mentoring program, which allows for a variety of potential business, and corporate and community partners to participate in making a difference in the lives of students. Students benefit from mentoring experiences that help prepare them for the demands of college and career in an authentic environment. Students also make community and personal connections that can last a lifetime. Some of the District's community partners that participate in the AIME program include: Kaiser, Anaheim White House, City of Anaheim, Modern Gourmet Foods, GEAR UP, and California State University, Fullerton (CSUF). The AIME program aligns mentoring and internship experiences with CTE pathways when possible as well. The AIME program creates the framework to ensure that all of our students have intentional experiences to ensure college and career readiness.

For the complete list of actions/services that the District is implementing to support improved student learning outcomes, please refer to the "AUHSD 2018-19 Local Control and Accountability Plan Stakeholder Engagement Planning Tool (LCAP Planning Tool)," which starts on page 93 of this document. The LCAP Planning Tool includes districtwide and schoolwide actions and services, as well as actions and services that specifically support the learning needs of unduplicated pupils.

**LCAP Year: 2017-18 (Demonstration section from prior-year LCAP)**

Estimated Supplemental and Concentration Grant Funds      Percentage to Increase or Improve Services

\$55,674,692

22.67%

Describe how services provided for unduplicated pupils are increased or improved by at least the percentage identified above, either qualitatively or quantitatively, as compared to services provided for all students in the LCAP year.

Identify each action/service being funded and provided on a schoolwide or LEA-wide basis. Include the required descriptions supporting each schoolwide or LEA-wide use of funds (see instructions).

One of the guiding values of the Anaheim Union High School District is the belief that effective first-best classroom instruction is a top priority for our instructional program that supports all students, including students with special needs. The District is choosing to use the proportionate share of the total Local Control Funding Formula (LCFF), approximately \$6.4 million, to maintain services that were supported with Economic Impact Aid-Limited English Proficient (EIA-LEP) funding, and approximately \$49.3 million to improve or expand services for Low Income Pupils, English Learners, and Foster Youth.

With these student subgroups in mind, the District is leveraging resources to improve and/or expand academic and behavioral services for unduplicated students that help support successful student achievement outcomes. The following Schoolwide and Districtwide services are principally directed toward and effective in meeting goals for unduplicated pupils:

- a. Improve the instructional model for English Learners to increase access to, and completion of, A-G courses (Action 1.8–Districtwide).
- b. Expand college and career enrichment programs to promote biliteracy, which can serve as a gateway for Redesignated Fluent English Proficient students to access Advanced Placement courses (Action 1.9–Schoolwide at all schools).
- c. Implement services/programs, and/or a Multi-Tiered System of Supports (MTSS), which provide additional support for all students in the completion of A-G requirements, and high school graduation requirements. Special attention is paid to Low Income Pupils, English Learners, Foster Youth, and Students With Disabilities subgroups (Action 1.11–Schoolwide at all schools).
- d. Refine the placement and monitoring system for English Learners (EL), including Long-Term English Learners, and also revise/refine the District's EL curriculum (Action 1.12–Districtwide).
- e. Provide additional qualified school personnel to support the needs of English Learners, Long-Term English Learners, Redesignated Fluent English Proficient students, and/or Initially Fluent English Proficient students (Action 2.2–Schoolwide at all schools).
- f. Expand and/or improve parent involvement services for Low Income Pupils, English Learners, Foster Youth, and Students With Disabilities subgroups (Actions 2.2, 2.3, and 2.4–Districtwide, and Schoolwide at all schools).
- g. Implement a multi-tiered academic and behavioral support system, aka MTSS, which includes increased support for mental health school resources and services that are designed to reduce inappropriate behavior, student suspensions, and improve student learning.
- h. Each school will implement targeted academic interventions to close the opportunity gap among student subgroups (Action 3.2–Districtwide, and Schoolwide at all schools).
- i. Each school has access to tools and a defined process for identifying the causation of student disciplinary incidents and truancy issues, and guidance for the implementation of appropriate interventions. Schools also analyze specific subgroup data respective to disciplinary issues and provide additional support to subgroups with disproportionate disciplinary infractions (Action 3.3–Districtwide, and Schoolwide at all schools).
- j. Increase academic support and extracurricular engagement opportunities for Foster Youth and McKinney-Vento students (Action 3.7–Districtwide).

## Addendum

*The Local Control and Accountability Plan (LCAP) and Annual Update Template documents and communicates local educational agencies' (LEAs) actions and expenditures to support student outcomes and overall performance. The LCAP is a three-year plan, which is reviewed and updated annually, as required. Charter schools may complete the LCAP to align with the term of the charter school's budget, typically one year, which is submitted to the school's authorizer. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all students and each student group identified by the Local Control Funding Formula (LCFF) (ethnic, socioeconomically disadvantaged, English learners, foster youth, pupils with disabilities, and homeless youth), for each of the state priorities and any locally identified priorities.*

*For county offices of education, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all students and each LCFF student group funded through the county office of education (students attending juvenile court schools, on probation or parole, or expelled under certain conditions) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services funded by a school district that are provided to students attending county-operated schools and programs, including special education programs.*

*If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in Education Code (EC) sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.*

*Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.*

*For questions related to specific sections of the template, please see instructions below:*

## **Instructions: Linked Table of Contents**

Plan Summary

Annual Update

Stakeholder Engagement

Goals, Actions, and Services

Planned Actions/Services

Demonstration of Increased or Improved Services for Unduplicated Students

*For additional questions or technical assistance related to completion of the LCAP template, please contact the local county office of education, or the CDE's Local Agency Systems Support Office at: 916-319-0809 or by email at: [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

### **Plan Summary**

The LCAP is intended to reflect an LEA's annual goals, actions, services and expenditures within a fixed three-year planning cycle. LEAs must include a plan summary for the LCAP each year.

When developing the LCAP, enter the appropriate LCAP year, and address the prompts provided in these sections. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous summary information with information relevant to the current year LCAP.

In this section, briefly address the prompts provided. These prompts are not limits. LEAs may include information regarding local program(s), community demographics, and the overall vision of the LEA. LEAs may also attach documents (e.g., the California School Dashboard data reports) if desired and/or include charts illustrating goals, planned outcomes, actual outcomes, or related planned and actual expenditures.

An LEA may use an alternative format for the plan summary as long as it includes the information specified in each prompt and the budget summary table.

The reference to California School Dashboard means the California School Dashboard adopted by the State Board of Education under *EC* Section 52064.5.

### **Comprehensive Support and Improvement**

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA supported the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Annual Update

The planned goals, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the previous year's\* approved LCAP; in addition, list the state and/or local priorities addressed by the planned goals. Minor typographical errors may be corrected.

\* For example, for LCAP year 2017/18 of the 2017/18 – 2019/20 LCAP, review the goals in the 2016/17 LCAP. Moving forward, review the goals from the most recent LCAP year. For example, LCAP year 2020/21 will review goals from the 2019/20 LCAP year, which is the last year of the 2017/18 – 2019/20 LCAP.

## Annual Measurable Outcomes

For each goal in the prior year, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in the prior year for the goal.

## Actions/Services

Identify the planned Actions/Services and the budgeted expenditures to implement these actions toward achieving the described goal. Identify the **actual** actions/services implemented to meet the described goal and the estimated actual annual expenditures to implement the actions/services. As applicable, identify any changes to the students or student groups served, or to the planned location of the actions/services provided.

## Analysis

Using actual annual measurable outcome data, including data from the California School Dashboard, analyze whether the planned actions/services were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions/services to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process.
- Describe the overall effectiveness of the actions/services to achieve the articulated goal as measured by the LEA.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures or a dollar-for-dollar accounting is not required.
- Describe any changes made to this goal, expected outcomes, metrics, or actions and services to achieve this goal as a result of this analysis and analysis of the data provided in the California School Dashboard, as applicable. Identify where those changes can be found in the LCAP.

## Stakeholder Engagement

Meaningful engagement of parents, students, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. *EC* identifies the minimum consultation requirements for school districts and county offices of education as consulting with teachers, principals, administrators, other school personnel, local bargaining units of the school district, parents, and pupils in developing the LCAP. *EC* requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP. In addition, *EC* Section 48985 specifies the requirements for the translation of notices, reports, statements, or records sent to a parent or guardian.



The LCAP should be shared with, and LEAs should request input from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet specific goals.

**Instructions:** The stakeholder engagement process is an ongoing, annual process. The requirements for this section are the same for each year of a three-year LCAP. When developing the LCAP, enter the appropriate LCAP year, and describe the stakeholder engagement process used to develop the LCAP and Annual Update. When developing the LCAP in year 2 or year 3, enter the appropriate LCAP year and replace the previous stakeholder narrative(s) and describe the stakeholder engagement process used to develop the current year LCAP and Annual Update.

**School districts and county offices of education:** Describe the process used to consult with the Parent Advisory Committee, the English Learner Parent Advisory Committee, parents, students, school personnel, the LEA's local bargaining units, and the community to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

**Charter schools:** Describe the process used to consult with teachers, principals, administrators, other school personnel, parents, and students to inform the development of the LCAP and the annual review and analysis for the indicated LCAP year.

Describe how the consultation process impacted the development of the LCAP and annual update for the indicated LCAP year, including the goals, actions, services, and expenditures.

### **Goals, Actions, and Services**

LEAs must include a description of the annual goals, for all students and each LCFF identified group of students, to be achieved for each state priority as applicable to type of LEA. An LEA may also include additional local priorities. This section shall also include a description of the specific planned actions an LEA will take to meet the identified goals, and a description of the expenditures required to implement the specific actions.

**School districts and county offices of education:** The LCAP is a three-year plan, which is reviewed and updated annually, as required.

**Charter schools:** The number of years addressed in the LCAP may align with the term of the charter schools budget, typically one year, which is submitted to the school's authorizer. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

### **New, Modified, Unchanged**

As part of the LCAP development process, which includes the annual update and stakeholder engagement, indicate if the goal, identified need, related state and/or local priorities, and/or expected annual measurable outcomes for the current LCAP year or future LCAP years are modified or unchanged from the previous year's LCAP; or, specify if the goal is new.

### **Goal**

State the goal. LEAs may number the goals using the "Goal #" box for ease of reference. A goal is a broad statement that describes the desired result to which all actions/services are directed. A goal answers the question: What is the LEA seeking to achieve?

### **Related State and/or Local Priorities**

List the state and/or local priorities addressed by the goal. The LCAP must include goals that address each of the state priorities, as applicable to the type of LEA, and any additional local priorities; however, one goal may address multiple priorities. ([Link to State Priorities](#))

### **Identified Need**

Describe the needs that led to establishing the goal. The identified needs may be based on quantitative or qualitative information, including, but not limited to, results of the annual update process or performance data from the California School Dashboard, as applicable.

### **Expected Annual Measurable Outcomes**

For each LCAP year, identify the metric(s) or indicator(s) that the LEA will use to track progress toward the expected outcomes. LEAs may identify metrics for specific student groups. Include in the baseline column the most recent data associated with this metric or indicator available at the time of adoption of the LCAP for the first year of the three-year plan. The most recent data associated with a metric or indicator includes data as reported in the annual update of the LCAP year immediately preceding the three-year plan, as applicable. The baseline data shall remain unchanged throughout the three-year LCAP. In the subsequent year columns, identify the progress to be made in each year of the three-year cycle of the LCAP. Consider how expected outcomes in any given year are related to the expected outcomes for subsequent years.

The metrics may be quantitative or qualitative, but at minimum an LEA must use the applicable required metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. For the student engagement priority metrics, as applicable, LEAs must calculate the rates as described in the [LCAP Template Appendix, sections \(a\) through \(d\)](#).

### **Planned Actions/Services**

For each action/service, the LEA must complete either the section "For Actions/Services not included as contributing to meeting Increased or Improved Services Requirement" or the section "For Actions/Services included as contributing to meeting the Increased or Improved Services Requirement." The LEA shall not complete both sections for a single action.

### **For Actions/Services Not Contributing to Meeting the Increased or Improved Services Requirement**

#### **Students to be Served**

The "Students to be Served" box is to be completed for all actions/services except for those which are included by the LEA as contributing to meeting the requirement to increase or improve services for unduplicated students. Indicate in this box which students will benefit from the actions/services by entering "All", "Students with Disabilities", or "Specific Student Group(s)". If "Specific Student Group(s)" is entered, identify the specific student group(s) as appropriate.

#### **Location(s)**

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must identify "All Schools". If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

**Charter schools** operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identifying the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

**For Actions/Services Contributing to Meeting the Increased or Improved Services Requirement:**

**Students to be Served**

For any action/service contributing to the LEA’s overall demonstration that it has increased or improved services for unduplicated students above what is provided to all students (see Demonstration of Increased or Improved Services for Unduplicated Students section, below), the LEA must identify the unduplicated student group(s) being served.

**Scope of Service**

For each action/service contributing to meeting the increased or improved services requirement, identify the scope of service by indicating “LEA-wide”, “Schoolwide”, or “Limited to Unduplicated Student Group(s)”. The LEA must identify one of the following three options:

- If the action/service is being funded and provided to upgrade the entire educational program of the LEA, enter “LEA-wide.”
- If the action/service is being funded and provided to upgrade the entire educational program of a particular school or schools, enter “schoolwide”.
- If the action/service being funded and provided is limited to the unduplicated students identified in “Students to be Served”, enter “Limited to Unduplicated Student Group(s)”.

**For charter schools and single-school school districts**, “LEA-wide” and “Schoolwide” may be synonymous and, therefore, either would be appropriate. For charter schools operating multiple schools (determined by a unique CDS code) under a single charter, use “LEA-wide” to refer to all schools under the charter and use “Schoolwide” to refer to a single school authorized within the same charter petition. Charter schools operating a single school may use “LEA-wide” or “Schoolwide” provided these terms are used in a consistent manner through the LCAP.

**Location(s)**

Identify the location where the action/services will be provided. If the services are provided to all schools within the LEA, the LEA must indicate “All Schools”. If the services are provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

**Charter schools** operating more than one site, authorized within the same charter petition, may choose to distinguish between sites by entering “Specific Schools” and identify the site(s) where the actions/services will be provided. For charter schools operating only one site, “All Schools” and “Specific Schools” may be synonymous and, therefore, either would be appropriate. Charter schools may use either term provided they are used in a consistent manner through the LCAP.

**Actions/Services**

For each LCAP year, identify the actions to be performed and services provided to meet the described goal. Actions and services that are implemented to achieve the identified goal may be grouped together. LEAs may number the action/service using the “Action #” box for ease of reference.

**New/Modified/Unchanged:**

- Enter “New Action” if the action/service is being added in any of the three years of the LCAP to meet the articulated goal.
- Enter “Modified Action” if the action/service was included to meet an articulated goal and has been changed or modified in any way from the prior year description.
- Enter “Unchanged Action” if the action/service was included to meet an articulated goal and has not been changed or modified in any way from the prior year description.
  - If a planned action/service is anticipated to remain unchanged for the duration of the plan, an LEA may enter “Unchanged Action” and leave the subsequent year columns blank rather than having to copy/paste the action/service into the subsequent year columns. Budgeted expenditures may be treated in the same way as applicable.

**Note:** The goal from the prior year may or may not be included in the current three-year LCAP. For example, when developing year 1 of the LCAP, the goals articulated in year 3 of the preceding three-year LCAP will be from the prior year.

**Charter schools** may complete the LCAP to align with the term of the charter school’s budget that is submitted to the school’s authorizer. Accordingly, a charter school submitting a one-year budget to its authorizer may choose not to complete the year 2 and year 3 portions of the “Goals, Actions, and Services” section of the template. If year 2 and/or year 3 is not applicable, charter schools must specify as such.

**Budgeted Expenditures**

For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by *EC* sections 52061, 52067, and 47606.5.

Expenditures that are included more than once in an LCAP must be indicated as a duplicated expenditure and include a reference to the goal and action/service where the expenditure first appears in the LCAP.

If a county superintendent of schools has jurisdiction over a single school district, and chooses to complete a single LCAP, the LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted expenditures are aligned.

**Demonstration of Increased or Improved Services for Unduplicated Students**

This section must be completed for each LCAP year. When developing the LCAP in year 2 or year 3, copy the “Demonstration of Increased or Improved Services for Unduplicated Students” table and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the current year LCAP. Retain all prior year sections for each of the three years within the LCAP.

### Estimated Supplemental and Concentration Grant Funds

Identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner students as determined pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496(a)(5).

### Percentage to Increase or Improve Services

Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. This description must address how the action(s)/service(s) limited for one or more unduplicated student group(s), and any schoolwide or districtwide action(s)/service(s) supported by the appropriate description, taken together, result in the required proportional increase or improvement in services for unduplicated pupils.

If the overall increased or improved services include any actions/services being funded and provided on a schoolwide or districtwide basis, identify each action/service and include the required descriptions supporting each action/service as follows.

For those services being provided on an LEA-wide basis:

- For school districts with an unduplicated pupil percentage of 55% or more, and for charter schools and county offices of education: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities.
- For school districts with an unduplicated pupil percentage of less than 55%: Describe how these services are **principally directed to** and **effective in** meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the services are **the most effective use of the funds to** meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience or educational theory.

For school districts only, identify in the description those services being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis:

- For schools with 40% or more enrollment of unduplicated pupils: Describe how these services are **principally directed to** and **effective in** meeting its goals for its unduplicated pupils in the state and any local priorities.
- For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these services are **principally directed to** and how the services are **the most effective use of the funds to** meet its goals for English learners, low income students and foster youth, in the state and any local priorities.

## State Priorities

**Priority 1: Basic Services** addresses the degree to which:

- A. Teachers in the LEA are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- B. Pupils in the school district have sufficient access to the standards-aligned instructional materials; and
- C. School facilities are maintained in good repair.

**Priority 2: Implementation of State Standards** addresses:

- A. The implementation of state board adopted academic content and performance standards for all students, which are:
  - a. English Language Arts – Common Core State Standards (CCSS) for English Language Arts
  - b. Mathematics – CCSS for Mathematics
  - c. English Language Development (ELD)
  - d. Career Technical Education
  - e. Health Education Content Standards
  - f. History-Social Science
  - g. Model School Library Standards
  - h. Physical Education Model Content Standards
  - i. Next Generation Science Standards
  - j. Visual and Performing Arts
  - k. World Language; and
- B. How the programs and services will enable English learners to access the CCSS and the ELD standards for purposes of gaining academic content knowledge and English language proficiency.

**Priority 3: Parental Involvement** addresses:

- A. The efforts the school district makes to seek parent input in making decisions for the school district and each individual school site;
- B. How the school district will promote parental participation in programs for unduplicated pupils; and
- C. How the school district will promote parental participation in programs for individuals with exceptional needs.

**Priority 4: Pupil Achievement** as measured by all of the following, as applicable:

- A. Statewide assessments;
- B. The percentage of pupils who have successfully completed courses that satisfy University of California (UC) or California State University (CSU) entrance requirements, or programs of study that align with state board approved career technical educational standards and framework;
- C. The percentage of English learner pupils who make progress toward English proficiency as measured by the English Language Proficiency Assessments for California (ELPAC);
- D. The English learner reclassification rate;
- E. The percentage of pupils who have passed an advanced placement examination with a score of 3 or higher; and
- F. The percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program, or any subsequent assessment of college preparedness.

**Priority 5: Pupil Engagement** as measured by all of the following, as applicable:

- A. School attendance rates;
- B. Chronic absenteeism rates;
- C. Middle school dropout rates;
- D. High school dropout rates; and
- E. High school graduation rates;

**Priority 6: School Climate** as measured by all of the following, as applicable:

- A. Pupil suspension rates;
- B. Pupil expulsion rates; and
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness.

**Priority 7: Course Access** addresses the extent to which pupils have access to and are enrolled in:

- A. A broad course of study including courses described under *EC* sections 51210 and 51220(a)-(i), as applicable;
- B. Programs and services developed and provided to unduplicated pupils; and
- C. Programs and services developed and provided to individuals with exceptional needs.

**Priority 8: Pupil Outcomes** addresses pupil outcomes, if available, for courses described under *EC* sections 51210 and 51220(a)-(i), as applicable.

**Priority 9: Coordination of Instruction of Expelled Pupils (COE Only)** addresses how the county superintendent of schools will coordinate instruction of expelled pupils.

**Priority 10. Coordination of Services for Foster Youth (COE Only)** addresses how the county superintendent of schools will coordinate services for foster children, including:

- A. Working with the county child welfare agency to minimize changes in school placement
- B. Providing education-related information to the county child welfare agency to assist in the delivery of services to foster children, including educational status and progress information that is required to be included in court reports;
- C. Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services; and
- D. Establishing a mechanism for the efficient expeditious transfer of health and education records and the health and education passport.

**Local Priorities** address:

- A. Local priority goals; and
- B. Methods for measuring progress toward local goals.

## APPENDIX A: PRIORITIES 5 AND 6 RATE CALCULATION INSTRUCTIONS

For the purposes of completing the LCAP in reference to the state priorities under *EC* sections 52060 and 52066, as applicable to type of LEA, the following shall apply:

- (a) "Chronic absenteeism rate" shall be calculated as follows:
- (1) The number of K-8 students who were absent 10 percent or more of the school days excluding students who were:
    - (A) enrolled less than 31 days
    - (B) enrolled at least 31 days but did not attend at least one day
    - (C) flagged as exempt in the district attendance submission. K-8 students are considered to be exempt if they:
      - (i) are enrolled in a Non-Public School
      - (ii) receive instruction through a home or hospital instructional setting
      - (iii) are attending a community college full-time.
  - (2) The number of students who meet the enrollment requirements.
  - (3) Divide (1) by (2).
- (b) "High school dropout rate" shall be calculated as follows:
- (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
  - (2) The total number of cohort members.
  - (3) Divide (1) by (2).
- (c) "High school graduation rate" shall be calculated as follows:
- (1) For a 4-Year Cohort Graduation Rate:
    - (A) The number of students in the cohort who earned a regular high school diploma by the end of year 4 in the cohort.
    - (B) The total number of students in the cohort.
    - (C) Divide (1) by (2).
  - (2) For a Dashboard Alternative Schools Status (DASS) Graduation Rate:
    - (A) The number of students who either graduated as grade 11 students or who earned any of the following:
      - (i) a regular high school diploma
      - (ii) a High School Equivalency Certificate
      - (iii) an adult education diploma
      - (iv) a Certificate of Completion and was eligible for the California Alternative Assessment if under the age of 20.
    - (B) The number of students in the DASS graduation cohort.



(C) Divide (1) by (2).

(d) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(e) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

NOTE: Authority cited: Sections 42238.07 and 52064, *Education Code*. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.6, 47606.5, 48926, 52052, 52060, 52061, 52062, 52063, 52064, 52066, 52067, 52068, 52069, 52070, 52070.5, and 64001.; 20 U.S.C. Sections 6312 and 6314.

## APPENDIX B: GUIDING QUESTIONS

### **Guiding Questions: Annual Review and Analysis**

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to *EC* Section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

### **Guiding Questions: Stakeholder Engagement**

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in *EC* Section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to *EC* sections 52062, 52068, or 47606.5, as applicable, including engagement with representatives of parents and guardians of pupils identified in *EC* Section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 *CCR* Section 15495(a)?

- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

## **Guiding Questions: Goals, Actions, and Services**

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning": Basic Services (Priority 1), the Implementation of State Standards (Priority 2), and Course Access (Priority 7)?
- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes": Pupil Achievement (Priority 4), Pupil Outcomes (Priority 8), Coordination of Instruction of Expelled Pupils (Priority 9 – COE Only), and Coordination of Services for Foster Youth (Priority 10 – COE Only)?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement": Parental Involvement (Priority 3), Pupil Engagement (Priority 5), and School Climate (Priority 6)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in *EC* Section 42238.01 and groups as defined in *EC* Section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in *EC* Section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to *EC* Section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified?  
Where can these expenditures be found in the LEA's budget?

*Prepared by the California Department of Education, January 2019*

# AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

LCAP Year 1 through 3: 2017-18, 2018-19, and 2019-20

<b>GOAL:</b>  <b>Goal 1: All students will demonstrate college, career, and life readiness and success through implementation of the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion.)</b>	Related State and/or Local Priorities: 1 X 2 X 3_ 4 X 5 X 6 X 7 X 8 X	
<b>Identified Needs:</b>  1. 1 Provide ongoing professional learning/training to support highly qualified teachers, support staff, and administrators to ensure successful implementation of all state standards and instruction focused on the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).  Reason/Need- State Priority #2- Implementation of State Standards State Priority #4- Pupil Achievement	1. 2 Align instructional design and delivery with state adopted standards to support development of literacy and mathematical skills.  Reason/Need- State Priority #2- Implementation of State Standards State Priority #4- Pupil Achievement  2017-18 SBAC ELA- 43% of students met/exceeded standard 2017-18 SBAC Math- 27% of students met/exceeded standard	1. 3 Provide sufficient instructional materials that are aligned with current California State Standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, Next Generation Science Standards (NGSS), and all other state adopted standards and frameworks.  Reason/Need- State Priority #1- Basic (Sufficient Instructional Materials)
1. 4 Students and staff have access to a broad range of sustainable technological resources to support the development of the 5 Cs.  Reason/Need- State Priority #1- Basic (Sufficient Instructional Materials) State Priority #2- Implementation of State Standards	1. 5 Implement and refine systems that utilize multiple forms of assessment to effectively place students, design interventions, monitor student progress, and ensure access to challenging courses of study.  Reason/Need- State Priority #4- Pupil Achievement State Priority #5- Pupil Engagement State Priority #6- School Climate  Class of 2018 Graduation rate- 86.8% Class of 2018 College/Career Indicator- 43.7% Class of 2018 A – G rate- 44.1% Class of 2018- 70% attended college after graduation	1. 6 Refine school scheduling structures and/or provide scheduling options for students to access broader courses of study, such as access to Science, Technology, Engineering, Arts, and Mathematics (STEAM), Visual and Performing Arts (VAPA), Career Technical Education (CTE), and World Languages.  Reason/Need- State Priority #7- Course Access State Priority #8- Other Pupil Outcomes (Broad course of study)
1. 7 Improve placement, instructional practices, and monitoring of English Learners (EL) to increase academic and social success.  Reason/Need- State Priority #4- Pupil Achievement State Priority #5- Pupil Engagement State Priority #7- Course Access State Priority #8- Other Pupil Outcomes	1. 8 Expand academic programs that develop biliteracy.  Reason/Need- State Priority #7- Course Access State Priority #8- Other Pupil Outcomes	1. 9 Implement a multi-tiered system of supports (MTSS) that provides increased/expanded services to meet student learning needs.  Reason/Need- State Priority #4- Pupil Achievement State Priority #5- Pupil Engagement  Class of 2018 Graduation rate- 86.8% Class of 2018 College/Career Indicator- 43.7%

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

Class of 2018 EL Graduation rate- 74.6% Class of 2018 EL College/Career Indicator- 13.6% Class of 2018 EL A – G rate- 18.7%	Class of 2018 A – G rate- 44.1%	
1. 10 Improve placement, instructional practices, and monitoring of Students With Disabilities (SWD) to increase academic and social success.  Reason/Need- State Priority #4- Pupil Achievement State Priority #5- Pupil Engagement State Priority #7- Course Access State Priority #8- Other Pupil Outcomes  Class of 2018 SWD Graduation rate- 67.9% Class of 2018 SWD College/Career Indicator- 7.4% Class of 2018 SWD A – G rate- 9.1%	1. 11 Create post-secondary transition and support opportunities for students that build college and career readiness skills.  Reason/Need- State Priority #4- Pupil Achievement State Priority #5- Pupil Engagement State Priority #8- Other Pupil Outcomes  Class of 2018 Graduation rate- 86.8% Class of 2018 College/Career Indicator- 43.7% Class of 2018 A – G rate- 44.1% Class of 2018- 70% attended college after graduation	

Actions/Services	Priority		Budgeted Expenditures
	Low	High	
1.1 Provide ongoing professional learning/training to support highly qualified teachers, support staff, and administrators to ensure successful implementation of all state standards and instruction focused on the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).	Low	High	<ul style="list-style-type: none"> <li>• LDC: \$2.3 million                             <ul style="list-style-type: none"> <li>◦ Title I- \$840,000</li> <li>◦ Title II- \$275,000</li> <li>◦ LCFF S &amp; C- \$1.1 million</li> </ul> </li> </ul>
a) Continue to support 18 full-time equivalent (FTE) Lesson Design Coaches with a focus on SWD and EL students.	Low	High	<ul style="list-style-type: none"> <li>• Curriculum specialists: \$1.3 million                             <ul style="list-style-type: none"> <li>◦ Title I- \$290,000</li> <li>◦ Title II- \$272,000</li> <li>◦ Title III- \$145,000</li> <li>◦ LCFF S &amp; C- \$451,000</li> </ul> </li> <li>• Curriculum Leadership: LCFF S &amp; C- \$200,00</li> </ul>
b) Continue to support 8.5 FTE curriculum specialists, curriculum leadership and/or instructional coaches with a focus on students with disabilities and English Learners.	Low	High	<ul style="list-style-type: none"> <li>• District Professional Learning Plan: 2.8 million                             <ul style="list-style-type: none"> <li>◦ Title I- \$534,000</li> <li>◦ Title II- \$195,000</li> <li>◦ Title III- \$145,000</li> <li>◦ LCFF S &amp; C- \$2,050,000</li> </ul> </li> <li>• Three District Professional Development days: LCFF S &amp; C- \$2,350,000</li> </ul>
c) Provide professional learning/training on strategies to develop critical thinking, creativity, communication, collaboration, and character. In addition, provide civic learning across all content areas, with the expectation that what is learned in the classroom will apply to the larger community. <ol style="list-style-type: none"> <li>1. Refine plan, with appropriate timelines, for all teachers to meet state mandated credentialing requirements, and also provide opportunities and support for teachers to complete this work outside of the school day and/or school year.</li> <li>2. Three District Professional Development days</li> </ol>	Low	High	

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

<ol style="list-style-type: none"> <li>3. Continue to support the teacher induction program for 50 participating teachers in an effort to retain highly effective teachers.</li> <li>4. California Standards for the Teaching Profession</li> <li>5. Provide professional learning/training that addresses cultural proficiency/competency, including cross-cultural interactions, cultural differences, and culturally responsive curriculum and instruction.</li> <li>6. Provide professional learning that incorporates mindfulness and brain aligned strategies.</li> <li>7. Provide professional learning/training on instructional strategies to better support the needs of Newcomer and Long-Term English Learner (LTEL) students, including ELD standards and BELIEF modules.</li> <li>8. Continue to support the AUHSD Writing Collaborative with professional learning/training opportunities.</li> <li>9. Provide teachers with the training and resources to better vertically-align A-G courses, including AP and Honors courses.</li> </ol>	<ul style="list-style-type: none"> <li>• Teacher Induction: LCFF S &amp; C- \$150,000</li> </ul>
<p>d) Develop partnership with California State University, Fullerton to create Tier I administrative credential program that ensures on-going leadership training for future ready administrators and teacher leaders that will ensure success for English learners and students with disabilities.</p>	<ul style="list-style-type: none"> <li>• LEAD program: LCFF S &amp; C- \$90,000</li> </ul>
<p>e) Develop and implement professional learning monitoring system to track professional learning participation and costs:</p>	<ul style="list-style-type: none"> <li>• TalentEd software: LCFF S &amp; C- \$69,000</li> </ul>
<p>f) Provide for on-going professional learning for bilingual support staff, including translators, instructional assistants, community liaisons, and testing assistants.</p>	
<p>g) Support .5 FTE release as a Reading Demo Teacher with a focus on SWD and EL:</p>	<ul style="list-style-type: none"> <li>• .5 FTE Reading Demo Teacher: LCFF S &amp; C- \$62,500</li> </ul>

Actions/Services	Priority		Budgeted Expenditures
	Low	Middle	
<p>1.2 Align instructional design and delivery with state adopted standards to support development of literacy and mathematical skills.</p>	KaHoot	Survey results- 91% agreed to the action (86/94)	
<p>a) Continue to support teachers in the completion and/or refinement of all CCSS aligned units of study, Performance Task Assessments (PTA), reflective practices and other lesson study models.</p>	Low	Middle	High
<p>b) Implementation of Next Generation Science Standards (NGSS): Piloted implementation in junior high schools in 2019-20; new high school course models developed 2019-20.</p>	Low	Middle	High
<p>c) Through the library/media center, develop a universal instructional model for incorporating student inquiry and research skills into units of study across all content areas, as well as service learning projects.</p>	Low	Middle	High
<p>d) Provide ongoing professional learning for teachers with an emphasis on deepening their understanding of excellence through equity (social emotional), disability awareness, and</p>	Low	Middle	High

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

cultural relevancy.		e) Targeted support of junior high mathematics including coaching, professional development, curriculum design and direct services in 2019-20, 2020-21	<ul style="list-style-type: none"> <li>Math support: LPSBG- 1.3 million</li> </ul>
<b>Actions/Services</b>		<b>Budgeted Expenditures</b>	
1.3 Provide sufficient instructional materials that are aligned with current California State Standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, Next Generation Science Standards (NGSS), and all other state adopted standards and frameworks.	<p>Priority</p> <p>Low Middle High</p> <p>KaHoot Survey results- 94% agreed to the action (88/93)</p>		
<p>a) Purchase and implement instructional materials that are aligned with current state adopted standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, Next Generation Science Standards (NGSS), and all other state adopted standards and frameworks.</p> <ol style="list-style-type: none"> <li>Adopt/purchase textbooks for AP Literature and Composition textbooks.</li> <li>Adopt/Purchase History/Social Science materials/textbooks to be purchased over three years</li> <li>Continue to purchase consumable math textbooks</li> <li>Purchase instructional materials for partial adoptions and/or to replace worn out instructional materials</li> <li>Adopt NGSS instructional materials over a three year process:</li> <li>Purchase Snap &amp; Read (reading intervention program)</li> </ol>	<ul style="list-style-type: none"> <li>AP Literature and Composition: Lottery- \$100,000</li> <li>Social Science materials/textbooks: Lottery- \$2.2 million</li> <li>Math consumable textbooks: Lottery- \$500,000, S &amp; C- \$300,000</li> <li>Partial adoptions and/or replacement materials: S &amp; C- \$500,000</li> <li>NGSS instructional materials: LCFF S &amp; C- \$4,000,000</li> <li>Snap &amp; Read: Title I- \$15,000 annually</li> </ul>		
<p>b) Continue to support each site library/media center by implementing a universal resource system that increases the literary resources for students and staff.</p> <ol style="list-style-type: none"> <li>Continue to support a modern, cloud-based library operating software system that can be accessed during all hours of the day.</li> <li>Continue to support asset management system</li> <li>Increase the variety of online resource database subscriptions</li> </ol>	<ul style="list-style-type: none"> <li>Altium Book System: LCFF S &amp; C- \$48,000</li> <li>TipWEB- Online database subscriptions: Title I- \$65,000</li> </ul>		
<p>c) Continue to partner with our local public libraries to provide students and staff seamless access to online public resources, such as the "A Card for Every Student" (ACES) library card program: No cost.</p>	<ul style="list-style-type: none"> <li>No cost to District</li> </ul>		
<b>Actions/Services</b>		<b>Budgeted Expenditures</b>	
1.4 Students and staff have access to a broad range of sustainable technological resources to support the development of the 5 C's (critical thinking, collaboration, communication, creativity, and compassion).	<p>Priority</p> <p>Low Middle High</p> <p>KaHoot Survey results- 93% agreed to the action (82/88)</p>		
<p>a) Continue to support the regular replacement and growth of infrastructure, and student and staff technology annually</p>	<ul style="list-style-type: none"> <li>District costs: LCFF S &amp; C- \$1,000,000</li> <li>Site costs: LCFF S &amp; C- \$455,000</li> </ul>		

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

b) Continue to expand use of an enterprise learning management system	<ul style="list-style-type: none"> <li>• Schoology: \$181,000 (LCFF S &amp; C)</li> </ul>	Low	Middle	High	
c) Purchase technology to support 21 <sup>st</sup> century instructional materials. <ol style="list-style-type: none"> <li>1. Continue to enhance technology infrastructure to support 21<sup>st</sup> century learning, which includes increasing technology connectivity capacity (firewall, wireless access points, switches, and cabling).</li> <li>2. Develop policies and procedures for technology implementations that support 21<sup>st</sup> century learning.</li> </ol>	<ul style="list-style-type: none"> <li>• Enhance technology infrastructure: LCFF S &amp; C- \$1.13 million</li> </ul>	Low	Middle	High	
<b>Actions/Services</b>					
1.5 Expand and refine (Implement) systems that utilize multiple forms of assessment to effectively place students, design interventions, monitor student progress, and ensure access to challenging courses of study.		Low	Middle	High	Budgeted Expenditures
a) Professional Learning Community (PLC) teams will inform instructional practice by sharing and discussing student work examples through guided protocols.		Low	Middle	High	<ul style="list-style-type: none"> <li>•</li> </ul>
b) District Professional Learning Plan includes training on a broad range of assessments, such as formative assessment practices, performance task assessments, components of the District Writing Journey, project-based learning, Capstone-like projects, and monitoring student learning and adjusting instruction while teaching		Low	Middle	High	<ul style="list-style-type: none"> <li>•</li> </ul>
c) Continue to provide training on multiple sources of student data, including school climate, student performance, and summative assessments, to best inform instructional practice. <ol style="list-style-type: none"> <li>1. Continue to support District-level assessment and evaluation team</li> <li>2. Continue to support 1 FTE Research/Data Analyst (Language Program Technician) to support Language Assessment Center.</li> </ol>	<ul style="list-style-type: none"> <li>• Assessment team: LCFF S &amp; C- \$315,000</li> <li>• 1 FTE Research/Data Analyst: LCFF S &amp; C- \$115,000</li> </ul>	Low	Middle	High	
d) Continue to support Hanover Research as a partner to conduct analysis reports on District focus areas to inform decision-making (A-G Predictive Analysis, Best Practices in Capstone Projects, LCAP Survey: Analysis of Results, LCAP Survey: Reliability Analysis, Reflective Learning Walks Survey, etc.)	<ul style="list-style-type: none"> <li>• Hanover Research consultant: LCFF S &amp; C- \$42,000</li> </ul>	Low	Middle	High	
e) Continue training and refinement of Individual Education Plans (IEP) that support culturally and linguistically inclusive practices and provide appropriate training to teachers, thus leveraging expertise specific to English learners, and quarterly progress on goals and objectives.		Low	Middle	High	
f) Continue to formally and regularly assess the educational strengths and needs of SWD, EL, McKinney-Vento, and Foster Youth students. <ol style="list-style-type: none"> <li>1. Promptly and regularly assess whether McKinney-Vento and Foster Youth students are eligible to graduate under Education Code 51225.1. This entitles McKinney-Vento and Foster Youth students who transfer between Districts or schools in their</li> </ol>		Low	Middle	High	



## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

third or fourth year of high school, and cannot meet local graduation requirements, to graduate, so long as he/she meets the state graduation requirements.	
g) Continue to provide assessment training, and how to strategically determine SWD placement and support.	Low      Middle      High      •
h) Ensure that all students, including EL, McKinney-Vento and Foster Youth, are provided with challenging learning environments, and are also promptly assessed for, and provided appropriate special education or 504 accommodations.	Low      Middle      High

<b>Actions/Services</b>	<b>Priority</b>	<b>Budgeted Expenditures</b>
	Low      Middle      High	
1.6 Refine school scheduling structures and/or provide scheduling options for students to access broader courses of study, such as access to Science, Technology, Engineering, Arts, and Mathematics (STEAM), Visual and Performing Arts (VAPA), Career Technical Education (CTE), and World Languages.	KaHoot Survey results- 94% agreed to the action (79/84)	
a) Add .5 FTE VAPA Coordinator/Teacher on Special Assignment to help coordinate the District's VAPA programs and promote Arts equity, which includes seeking viable solutions to barriers to enrollment in VAPA courses. 1. STEAM stipends	Low      Middle      High	<ul style="list-style-type: none"> <li>• VAPA Director: LCFF S &amp; C- \$70,000</li> <li>• STEAM Stipends: LCFF S &amp; C- \$20,000</li> </ul>
b) Utilize a variety of resources including Regional Occupational Program (ROP), grants (such as the California Democracy Grant), and community partnerships to expand STEAM, VAPA, CTE, civic learning, and World Languages course offerings.	Low      Middle      High	<ul style="list-style-type: none"> <li>• ROP: LCFF S &amp; C- \$3.4 million</li> <li>• VAPA Teachers:</li> <li>• World Language Teachers:</li> </ul>
c) Maintain supplementary support for CTE pathways	Low      Middle      High	<ul style="list-style-type: none"> <li>• Support for CTE pathways: Perkins- \$505,000</li> <li>• CTE Teachers</li> </ul>
d) Continue to support Special Education Models Task Force that addresses the continuum of classes and services for SWDs	Low      Middle      High	
e) Continue to support SWD Task Force and EL Task Force to ensure implementation of Task Force recommendations.	Low      Middle      High	<ul style="list-style-type: none"> <li>• Task Force leadership: LCFF S &amp; C- \$250,000</li> </ul>
f) Continue to support Newcomer EL Task Force to address wrap-around services needed to best support Newcomer EL students.	Low      Middle      High	
g) Create extracurricular activities that promote language development through music, art, sports, and clubs.	Low      Middle      High	
h) Continue to support funding for academic supports/remediation, transportation, and costs/fees for extracurricular programs (including sports) for SWD, EL, McKinney-Vento, and Foster Youth students: 1. Intramural sports for grades 7 and 8	Low      Middle      High	<ul style="list-style-type: none"> <li>• Intramural sports for grades 7-8: LCFF S &amp; C- \$277,000</li> <li>• Transportation for McKinney-Vento, and Foster Youth students: Title I- \$40,000</li> </ul>

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

<p>2. Transportation for McKinney-Vento, and Foster Youth students:</p> <p>i) Provide additional A-G, Honors, AP, and International Baccalaureate (IB) course offerings, and increase the number of sections for existing courses as needed.</p> <ol style="list-style-type: none"> <li>1. AP professional learning/training for teachers.</li> <li>2. Add 1.5 FTE additional IB teachers to expand IB course offerings.</li> </ol> <p>j) Reduce student load by 3.75% for a 3-year period (2018-19, 2019-20, and 2020-21).</p>	<ul style="list-style-type: none"> <li>• AP training: \$25,000 annually (site Title I, site Title II, and site LCFF).</li> <li>• 1.5 FTE IB teachers: LCFF S &amp; C- \$188,000</li> <li>• Student load: LCFF S &amp; C- \$5,000,000</li> </ul>
---	---

Actions/Services	Priority		Budgeted Expenditures
	Low	High	
1.7 Improve placement, instructional practices, and monitoring of English Learners (EL) to increase academic and social success.	KaHoot Survey results- 94% agreed to the action (82/87)	High	
a) Continue to provide professional learning/training for teachers, counselors, administrators, instructional assistants, and other paraprofessionals to better support an improved EL instructional model.	Low	High	•
b) Implement District-wide agreed upon pedagogical best practices for EL students, such as: <ol style="list-style-type: none"> <li>1. Classroom instruction includes collaboration</li> <li>2. Intentional lesson design allows EL students to speak at least 30% of the period.</li> <li>3. EL students are given an opportunity to write daily.</li> <li>4. Monitoring student learning and adjusting instruction while teaching</li> <li>5. Teachers will incorporate ELD Standards into their lesson design.</li> </ol>	Low	High	
c) Increase EL students' engagement in the learning process through expanded access to appropriate technological resources.	Low	High	
d) Provide math tutoring for EL students, which integrates ELD Standards.	Low	High	
e) Continue to support the language needs of EL students with disabilities through the IEP process, by providing linguistically appropriate goals and objectives.	Low	High	
f) Continue to support Newcomer EL Task Force to address wrap-around services needed to best support Newcomer EL students.	Low	High	
g) Expand programs, such as the Advancement Via Individual Determination (AVID) Excel, which employ the use of one-to-one and small group academic tutoring by college students.	Low	High	<ul style="list-style-type: none"> <li>• AVID Excel: \$30,000 (Title III).</li> </ul>
h) Support EL students' progression through English learner program to successful reclassification, and provide monitoring tools and data to school sites. <ol style="list-style-type: none"> <li>1. Continue ELD site teams, which includes an administrator, ELD department chairs, general education teacher(s), program specialist, school psychologist(s), counselor, speech-language pathologist, and social worker for the purpose of analyzing data, monitoring ELD progress, and implementing the LCAP recommendations for ELD.</li> <li>2. Continue to support the current number of EL support positions/paraprofessionals at</li> </ol>	Low	High	<ul style="list-style-type: none"> <li>• EL support positions at school sites: \$1.5 million <ul style="list-style-type: none"> <li>◦ LCFF S &amp; C- \$1.2 million</li> <li>◦ Title I- \$350,000</li> </ul> </li> <li>• District EL and Multilingual Services staffing- \$1.7 million <ul style="list-style-type: none"> <li>◦ LCFF- \$1.2 million</li> </ul> </li> </ul>

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

<p>school sites.</p> <p>3. Continue to support District EL and Multilingual Services Department staffing needs, such as language testing assistants, translators, and bilingual instructional assistants.</p>		<ul style="list-style-type: none"> <li>o Title III- \$420,000</li> </ul>
<p>i) EL Site Teams review placement/course enrollment of each EL student annually.</p> <ol style="list-style-type: none"> <li>1. This includes parent conferences to review 6-year plans of 9<sup>th</sup>-grade EL students</li> <li>2. EL Site Teams review EL transcripts annually.</li> </ol>	<p>Low Middle High</p>	
<p>j) Establish junior high school to high school transition meetings between EL Site Teams to ensure appropriate EL placement in courses/programs.</p>	<p>Low Middle High</p>	
<p>k) Provide additional instructional support to ELs at the lower levels of proficiency, who are enrolled in heterogeneously-mixed content area classes (i.e. English, Math, Social Sciences, and Science).</p> <ol style="list-style-type: none"> <li>1. Continue to provide embedded LDC support to address instructional needs of EL students.</li> <li>2. Provide training for instructional assistants and teachers on best practices: cost included in District Professional Learning Plan referenced in Action 1.1.</li> <li>3. Provide additional primary language supplemental instructional materials to support students/teachers</li> <li>4. Expand extended learning and/or enrichment opportunities to EL students.             <ol style="list-style-type: none"> <li>i. Targeted Saturday Academy, afterschool seminars, and summer bridge programs for EL students.</li> <li>ii. Summer options for 7<sup>th</sup>- and 8<sup>th</sup>-grade EL students.</li> </ol> </li> </ol>	<p>Low Middle High</p>	<ul style="list-style-type: none"> <li>• Provide primary language resources to support students/teachers: Title III- \$10,000</li> </ul>
<p>l) Continue to support and expand intensive language support program for Newcomer EL students</p>	<p>Low Middle High</p>	<ul style="list-style-type: none"> <li>• Summer Language Academy: Title III- \$53,000</li> </ul>

<b>Actions/Services</b>			<b>Budgeted Expenditures</b>		
	Priority	Priority		Priority	Priority
	Low	Middle	High	Low	Middle
<p>1.8 Expand academic programs that develop biliteracy.</p> <p>a) Expand World Languages and Dual Language Academy programs.</p> <ol style="list-style-type: none"> <li>1. Recruit and hire additional World Languages and bilingual authorized teachers             <ol style="list-style-type: none"> <li>i. Continue to support current bilingual authorized teachers at Sycamore Junior High School and at Anaheim High School.</li> <li>ii. Continue to support teachers working on bilingual authorization.</li> <li>iii. Recognize students' attainment of biliteracy through pathway awards in 8<sup>th</sup> and 12<sup>th</sup> grade.</li> <li>iv. Expand access and enrollment in Spanish for Spanish speakers courses to build biliteracy skills for EL students.</li> </ol> </li> <li>2. Support stipend that was negotiated for teachers with bilingual authorization. Approximately 30 teachers have their bilingual authorization.</li> <li>3. Increase World Languages and Dual Language Academy course offerings at high school and junior high school levels. Provide appropriate instructional materials for</li> </ol>	<p>Low</p> <p>Middle</p> <p>High</p>	<p>High</p>	<p>KaHoot Survey results- 95% agreed to the action (83/87)</p> <ul style="list-style-type: none"> <li>• 5 FTE Bilingual authorized teachers: LCFF S &amp; C- \$625,000.</li> <li>• Bilingual authorization: Title III- \$5,000</li> <li>• Biliteracy awards: Title III- \$7,500</li> <li>• Bilingual stipend: LCFF S &amp; C- \$68,000</li> <li>• Instructional materials: \$10,000 (site LCFF, site Title I).</li> <li>• World language teachers</li> </ul>	<p>Low</p> <p>Middle</p> <p>High</p>	<p>High</p>

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

<p>students and professional learning for teachers.</p> <ol style="list-style-type: none"> <li>i. Continue to support Dual Language at Brookhurst/Savanna</li> <li>ii. Continue to support Dual Language at Dale/Magnolia</li> <li>iii. Continue to support and expand Spanish for Spanish speakers course offerings at junior high school level.</li> </ol> <p>4. Explore the addition of Arabic and Vietnamese World Language courses and the expansion of Mandarin. (Add Arabic at Western High School in 2017-18.) Korean, Dale/Magnolia</p>	
b) Expand high school peer-to-peer academic tutoring programs	Low      Middle      High
c) Purchase bilingual reading materials for school libraries to support biliteracy in multiple languages.	Low      Middle      High

<b>Actions/Services</b>	<b>Priority</b>			<b>Budgeted Expenditures</b>
	Low	Middle	High	
1.9 Implement a multi-tiered system of supports (MTSS) that provides increased/expanded services to meet student learning needs.	KaHoot Survey results- 90% agreed to the action (78/86)			
a) Expand basic services/programs for students to remediate credit deficiencies, which includes the expansion of services and programs that support English Learners (EL), Foster Youth, McKinney-Vento, Low Income Pupils, and students with disabilities. <ol style="list-style-type: none"> <li>1. Support programs that help struggling students earn a high school diploma through targeted services, such as APEX Learning credit recovery program</li> <li>2. Teacher supplemental hourly pay to support APEX after-school program</li> <li>3. Continue to support summer programs that focus on the development of academic skills and include credit recovery and A-G opportunities</li> <li>4. Continue to support Summer Film Academy</li> </ol>	Low	Middle	High	<ul style="list-style-type: none"> <li>• APEX licenses: LCFF S &amp; C- \$180,000</li> <li>• APEX teacher pay: LCFF S &amp; C- \$277,000</li> <li>• Summer programs: \$350,000 <ul style="list-style-type: none"> <li>◦ Title I- \$150,000</li> <li>◦ LCFF S &amp; C- \$200,000</li> </ul> </li> <li>• Summer Film Academy: LCFF S &amp; C- \$30,000</li> </ul>
b) Continue to ensure that EL, McKinney-Vento, and Foster Youth students receive appropriate mental-health and behavioral services, including school social-worker counseling, school-based mental-health services and in-school therapeutic services, regardless of whether he or she qualifies for special education.	Low	Middle	High	
c) Maintain current non-traditional instructional options, including APEX Learning courses, summer courses, eLearning courses, and other credit-recovery options across the District. <ol style="list-style-type: none"> <li>1. Investigate other credit recovery options for students who need accommodated or modified curriculum.</li> <li>2. Investigate credit recovery options for SWD who receive a modified curriculum in a special day class.</li> <li>3. Katella and Kennedy Independent studies</li> </ol>	Low	Middle	High	<ul style="list-style-type: none"> <li>• Katella and Kennedy IS- LCFF S &amp; C- \$1 million</li> </ul>
d) Continue to support Independent Learning Centers (ILC) at two schools. <ol style="list-style-type: none"> <li>1. Maintain ILC costs for 2 schools (Anaheim High School, and Western High School),</li> </ol>	Low	Middle	High	<ul style="list-style-type: none"> <li>• ILC staffing costs: LCFF S &amp; C- \$1.48 million</li> </ul>

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

<p>3 FTE Teachers and 1 FTE Counselor (x 2 sites):</p>	
<p>e) Continue to ensure that all students, including McKinney-Vento, Foster Youth, SWD and EL students are enrolled in appropriate academic programs provided by the District, including credit recovery classes, A-G classes, AP classes, after-school classes, summer school, academic tutoring resources, and remediation services.</p>	
<p>f) Expand programs, such as the Advancement Via Individual Determination (AVID), and PUENTE programs.</p> <ol style="list-style-type: none"> <li>1. AVID summer training</li> <li>2. AVID tutors</li> <li>3. PUENTE costs</li> </ol>	<ul style="list-style-type: none"> <li>• AVID summer training: \$75,500 (LCFF, GEAR UP, Title I, Title III).</li> <li>• AVID tutors: \$310,000             <ul style="list-style-type: none"> <li>◦ LCFF S &amp; C- \$233,000</li> <li>◦ Title I- \$77,000</li> </ul> </li> <li>• PUENTE/AVID counselors and costs: LCFF S &amp; C- \$1,000,000</li> </ul>

Actions/Services	Priority		Budgeted Expenditures
	Low	Middle	
<p>1.10 Improve placement, instructional practices, and monitoring of Students With Disabilities (SWD) to increase academic and social success.</p>	KaHoot Survey results- 95% agreed to the action (84/88)		
<p>a) Refine assessment and identification processes for SWD.</p> <ol style="list-style-type: none"> <li>1. Provide updated versions of test batteries and protocols for all staff serving students with disabilities to provide appropriate identification and placement.</li> </ol>	Low	Middle	High
<p>b) Refine curriculum, and provide training and coaching in accommodations and modifications in the general education classroom, in order to provide SWD equal access to the core curriculum and to current state adopted standards, including Common Core State Standards (CCSS).</p> <ol style="list-style-type: none"> <li>1. Continue to support current positions that provide services to SWD's</li> <li>2. Add 1 FTE Curriculum Specialist to provide curriculum development, and modifications and accommodations training.</li> <li>3. Provide professional learning/training for special education and general education teachers, including coaching and support in inclusion strategies and Universal Design for Learning.</li> <li>4. Provide intentional lesson design that embeds SWD accommodations, modifications, and instructional strategies that support students' needs, including: implementation of procedures and routines that support student learning, strategic seating and grouping of SWD to support monitoring and peer interaction, intentional use of wait time, use of visuals, consistent use of repetition, checking for understanding, and re-teaching within the class period, and chunking of the lesson.</li> <li>5. When there is co-teaching: (a) co-planning time is given for Universal Design for Learning lesson development, (b) both teachers are actively engaged in the lesson, and (c) both teachers monitor accommodations and modifications for SWD.</li> </ol>	Low	Middle	High
<p>c) Develop and implement a District-wide system for consistent and regular progress monitoring.</p>	Low	Middle	High
<p>d) Continue SWD site teams, which includes an administrator, SWD department chairs, general education teacher(s), program specialist, school psychologist(s), counselor, speech-language</p>	Low	Middle	High

**AUHSD 2019-20 Local Control and Accountability Plan**  
**Stakeholder Engagement Planning Tool**

pathologist, and social worker for the purpose of analyzing data, monitoring SWD progress, and implementing the LCAP recommendations for SWD.			
e) Expand course access for SWD with appropriate support, in world languages and CTE pathways.	Low	Middle	High
f) Increase support to address the literacy and language needs of SWD in both general education and special education classrooms. 1. Ensure that instructional aides are prepared with includes: being aware of the lesson, having appropriate materials, implementing accommodations and modifications, and knowing goals. 2. Continue to support 1 FTE speech-language pathologist added in 2016-17 to provide support with SWD literacy and language needs 3. Continue to support 1 FTE Assistive Technology Specialist added in 2016-17 to provide assistive technology support and services as designated in students' IEP's. 4. Increase technology to support access to curriculum with SWDs as funds become available. 5. Add 1 FTE psychologist in 2017-18, and continue to support 1 FTE psychologist added in 2015-16, in order for there to be a minimum of 1 dedicated psychologist at each school site. g) Continue to support 2 vocational counselors that provide transition support, training, and assessments to Special Education teachers and SWDs:	Low	Middle	High
	Low	Middle	High
			<ul style="list-style-type: none"> <li>1 FTE speech-language pathologist: LCFF S &amp; C- \$135,000</li> <li>1 FTE Assistive Technology Specialist: \$140,000 (Special Education Funds).</li> <li>3 FTE psychologists: LCFF S &amp; C- \$440,000</li> </ul>
	Low	Middle	High
			<ul style="list-style-type: none"> <li>2 vocational counselors: \$280,000 (Special Education Funds).</li> </ul>

	Priority			Budgeted Expenditures
	Low	Middle	High	
1.11 Create post-secondary transition and support opportunities for students that build college and career readiness skills.	Low	Middle	High	KaHoot Survey results- 96% agreed to the action (84/87)
a) Continue to implement all components of the Anaheim Union Educational Pledge. 1. Increased access to career inventories or career interest inventory software	Low	Middle	High	<ul style="list-style-type: none"> <li>Dual enrollment textbooks</li> <li>Pledge Costs</li> </ul>
b) Strengthen and/or expand community partnerships to provide robust post-secondary transition opportunities for students. 1. Nurture existing community partnerships with Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP), TGR Learning Lab, and Chapman University, California State University, Fullerton (CSUF), University of California, Irvine (UCI), and North Orange County Community College District (NOCCCD). 2. Continue to refine Anaheim Collaborative as a means to effectively co-create post-secondary transition opportunities, including the development of the Anaheim Union Educational Pledge. 3. Continue to partner with North Orange County Regional Consortium (NOCRC) for Adult Education to implement approved strategies for adults in the community. 4. Increase opportunities for dual enrollment with community colleges and universities	Low	Middle	High	
c) Increase work experience and internship opportunities via the Anaheim's Innovative Mentoring Experience (AIME) program.	Low	Middle	High	<ul style="list-style-type: none"> <li>2.5 FTE AIME Coordinator: LCFF S &amp; C- \$310,000</li> </ul>

**AUHSD 2019-20 Local Control and Accountability Plan**  
**Stakeholder Engagement Planning Tool**

<ul style="list-style-type: none"> <li>1. Continue to support AIME Program Coordinators</li> <li>2. Support AIME Summer Internship Coordinators to coordinate internship and provide career readiness instruction:</li> <li>3. Work based learning coordinator stipends</li> <li>4. Support AIME Program expense</li> </ul>		<ul style="list-style-type: none"> <li>• AIME Summer Internship Coordinators: LCFF S &amp; C- \$28,000</li> <li>• AIME work based learning site coordinators: LCFF S &amp; C- \$20,000.</li> <li>• AIME Program expenses: LCFF S &amp; C- \$75,000</li> </ul>
<p>d) Develop partnerships with local colleges and universities to assist undocumented students in navigating the AB540 and Deferred Action for Childhood Arrivals (DACA) application process.</p> <ul style="list-style-type: none"> <li>1. Increase awareness and opportunities for AB540 and DACA students.</li> <li>2. Provide training and resources for school counselors to increase awareness and understanding of AB540 and DACA, so that they may inform and assist undocumented students who are ready to attend college/university.</li> </ul>	<p>Low Middle High</p>	
<p>e) Increase access to Career Technical Education (CTE) through District and Regional Occupational Program (ROP) classes.</p> <p>1.</p>	<p>Low Middle High</p>	
<p>f) Continue to provide District and site college and career fairs:</p> <ul style="list-style-type: none"> <li>1. District College and Career Fair:</li> <li>2. Site college/career fairs: \$10,000 (site funds).</li> </ul>	<p>Low Middle High</p>	<ul style="list-style-type: none"> <li>• District College and Career Fair: LCFF S &amp; C- \$25,000</li> <li>• Site college/career fairs: \$10,000 (site funds).</li> </ul>
<p>g) Expand mentoring and volunteering opportunities that are civic minded and support students completing the community-based service learning graduation requirement</p> <ul style="list-style-type: none"> <li>1. Civic engagement stipends</li> </ul>	<p>Low Middle High</p>	<ul style="list-style-type: none"> <li>• Civic engagement stipends: LCFF S &amp; C- \$20,000</li> </ul>

**AUHSD 2019-20 Local Control and Accountability Plan**  
**Stakeholder Engagement Planning Tool**

LCAP Year 1 through 3: 2017-18, 2018-19, and 2019-20

GOAL:	Related State and/or Local Priorities:
<p><b>Goal 2: Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.</b></p>	<p>1_ 2_ 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6_ 7_ 8 <input checked="" type="checkbox"/></p>
<p><b>Identified Needs:</b></p>	
<p>2.1. Improve and expand support structures for parents that strengthen understanding of rigorous courses of study, skills developed in school, and the skills needed to successfully compete in post-secondary educational programs and in the workforce.</p> <p>Reason/Need- State Priority #3- Parental Involvement</p> <p>Class of 2018 Graduation rate- 86.8% Class of 2018 College/Career Indicator- 43.7% Class of 2018 A – G rate- 44.1%</p>	<p>2.2. Provide additional qualified personnel to schools to support the needs of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEF) students, and/or Initially Fluent English Proficient (IFEP) students and their families.</p> <p>Reason/Need- State Priority #3- Parental Involvement State Priority #4- Pupil Achievement State Priority #5- Pupil Engagement State Priority #8- Other Pupil Outcomes</p> <p>Class of 2018 EL Graduation rate- 74.6% Class of 2018 EL College/Career Indicator- 13.6% Class of 2018 EL A – G rate- 18.7%</p>
<p>2.3. Expand and/or improve parent involvement services for Students With Disabilities (SWD).</p> <p>Reason/Need- State Priority #3- Parental Involvement State Priority #4- Pupil Achievement State Priority #5- Pupil Engagement State Priority #8- Other Pupil Outcomes</p> <p>Class of 2018 SWD Graduation rate- 67.9% Class of 2018 SWD College/Career Indicator- 7.4% Class of 2018 SWD A – G rate- 9.1%</p>	<p>2.3. Expand and/or improve parent involvement services for Students With Disabilities (SWD).</p> <p>Reason/Need- State Priority #3- Parental Involvement State Priority #4- Pupil Achievement State Priority #5- Pupil Engagement State Priority #8- Other Pupil Outcomes</p> <p>Class of 2018 SWD Graduation rate- 67.9% Class of 2018 SWD College/Career Indicator- 7.4% Class of 2018 SWD A – G rate- 9.1%</p>
<p>2.4. Increase engagement, communication and support for parents by establishing, expanding, or refining resources that are available at all schools.</p> <p>Reason/Need- State Priority #3- Parental Involvement</p>	



## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

Actions/Services	Priority		Budgeted Expenditures
	Low	High	
<p>2.1 Improve and expand support structures for parents that strengthen understanding of rigorous courses of study, skills developed in school, and the skills needed to successfully compete in post-secondary educational programs and in the workforce.</p> <p>a) The District and schools will continue to implement and refine family and community engagement activities that increase parental understanding of the pedagogy used to prepare students for college and career.</p> <ol style="list-style-type: none"> <li>1. Continue to provide training to parents on how to proactively monitor student progress.</li> <li>2. Continue to provide Parent Learning Walks: \$5,000 (Site LCFF Funding).</li> <li>3. Continue to support activities, such as expansion of District's Parent Leadership Academy, which help to develop parents' knowledge of educational structures, and promote the development of effective advocacy skills.               <ol style="list-style-type: none"> <li>i. Expand Parent Leadership Academy program to include more languages: Spanish, Vietnamese, Korean</li> </ol> </li> <li>4. Continue to provide training for parents on mindfulness</li> </ol> <p>b) The District and schools will implement programs that provide real-world learning experiences for students, which are showcased to parents and community partners, through events such as STEAM-A-Palooza, and programs that demonstrate real-world college and career readiness, such as capstone projects.</p>	<p>High</p> <p>Middle</p> <p>Low</p>	<p>95% agreed to the action (80/84)</p> <p>High</p> <p>Middle</p> <p>High</p>	<p>Parent learning walks: \$5,000 annually (Site LCFF Funding).</p> <ul style="list-style-type: none"> <li>• Mindfulness training- PLA Costs</li> <li>• STEAM-A-Palooza: LCFF S &amp; C- \$27,500</li> </ul>
<p>2.2 Provide additional qualified personnel to schools to support the needs of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEP) students, and/or Initially Fluent English Proficient (IFEP) students and their families.</p> <p>a) Provide language appropriate family and community engagement coverage at all school sites.</p> <ol style="list-style-type: none"> <li>1. Maintain all current Family and Community Engagement (FACE) Specialists</li> <li>2. Continue to support 1 FTE full-time Vietnamese School Community Liaisons/Bilingual School Community Liaison added in 2015-16:</li> </ol> <p>b) Provide additional training and resources to parents of Newcomer EL, LTEL, RFEP, and IFEP students: \$25,000 (Title I, Title III, and LCFF).</p> <p>c) Provide parent involvement opportunities and workshops unique to the needs of parents/caregivers of McKinney-Vento, Foster Youth, and Newcomer EL students.</p> <p>d) Provide workshops for parents of undocumented students regarding services and resources available to them:</p>	<p>High</p> <p>Middle</p> <p>Low</p> <p>High</p> <p>Middle</p> <p>Low</p> <p>High</p> <p>Middle</p> <p>High</p>	<p>95% agreed to the action (81/85)</p> <p>High</p> <p>Middle</p> <p>High</p> <p>Middle</p> <p>High</p> <p>Middle</p> <p>High</p>	<p>FACE Specialists: \$1.6 million</p> <ul style="list-style-type: none"> <li>o \$1.1 million- Title I</li> <li>o \$505,000- LCFF S &amp; C</li> <li>o \$110,000- Title III</li> </ul> <p>• 1 FTE Vietnamese School Community Liaison: \$81,800 (Title III).</p> <p>• Training and resources for EL support staff: \$25,000 (Title I, Title III, and LCFF).</p> <p>• Workshops for parents of undocumented students regarding services and</p>

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

	resources available to them: \$2,000 (Title I McKinney-Vento	No cost to District
e) Provide English classes for parents who need to improve English communication skills in partnership with NOCCCD.	Low	High
<b>Actions/Services</b>	Priority	Budgeted Expenditures
2.3 Expand and/or improve family and community engagement services for Students With Disabilities (SWD).	Low	High
a) Provide communication to parents regarding Community Advisory Committee (CAC) meetings that provide special education information and training for parents.	Low	High
b) Involve parents in trainings provided by Greater Anaheim Special Education Local Plan Area (SELPA) on special education topics, including Free Appropriate Public Education (FAPE), behavior strategies and understanding IEPs.	Low	High
c) Continue to provide multiple ways for parents to participate in IEPs, including in-person and by phone, as well as having meetings at varied times so parents can attend. Provide translation services for parents as needed to facilitate full participation.	Low	High
d) Continue to make sure that parents feel they have participated in their students' IEP process.	Low	High
e) Expand engagement of parents and families of SWD in Parent Leadership Academy with development of targeted curriculum.	Low	High
f) Provide communication to parents of SWD on trainings through other District partners, such as NOCCCD and Regional Center of Orange County (RCOC).	Low	High
<b>Actions/Services</b>	Priority	Budgeted Expenditures
2.4 Increase engagement, communication and support for parents by establishing, expanding, or refining resources that are available at all schools.	Low	High
a) Continue partnership with North Orange County Community College District (NOCCCD) to expand ESL, Citizenship and Computer classes for adults and parents of the community and provide childcare, as needed (NOCCCD Adult Education Block Grant [AEBG]).	Low	High
b) Provide a family and community resource center at all school sites.	Low	High
c) Involve parents in ways that build their confidence, such as through parent education activities and parent leadership opportunities. 1. Continue to support programs, such as: Disciplina Positiva, Parent Leadership Academy, programs offered through California Association for Bilingual	Low	High

**AUHSD 2019-20 Local Control and Accountability Plan**  
**Stakeholder Engagement Planning Tool**

<p>Students (CABE) and/or other programs that help develop parent connection to the school.</p> <ol style="list-style-type: none"> <li>2. Continue to support and nurture: Superintendent's Parent Advisory Committee (aka District Advisory Council), Parent Teacher Student Association (PTSA), District-level English Learner Advisory Committee (DELAC), English Learner Advisory Committee (ELAC), School Site Council, and other parent advisory committees.</li> <li>3. District staff will develop, expand, and/or improve parent involvement resources, such as the development and implementation of the District Parent Leadership Academy.</li> <li>4. Develop/implement parent involvement teams at all schools.</li> <li>5. Expand opportunities for parents to participate and facilitate Parent Learning Walks at all schools.</li> <li>6. Continue to support parent social-emotional workshops piloted in 2016-17 to increase student resiliency: \$3,000 (Title I McKinney-Vento)             <ol style="list-style-type: none"> <li>i. Reduce the stigma and raise awareness of mental-health issues.</li> <li>ii. Provide resources and parenting tools needed to address students' mental-health needs.</li> </ol> </li> </ol>	<p>to increase student resiliency: \$3,000 (LCFF).</p>
<p>d) Encourage and support teachers in their efforts to communicate with parents and families, by providing designated time for teachers to make personal connections with families.</p>	
<p>e) Provide parents with access to designated computers at school sites to assist with critical parent communication needs, such as online enrollment and access to Aeries Student Information System Parent Portal.</p>	<ul style="list-style-type: none"> <li>• Aeries Parent Portal trainings: \$2,000 (Site LCFF)</li> </ul>
<p>f) Provide computer classes for parents to learn computer basics and how to use standard District communication software, such as the Aeries Student Information System Parent Portal and PowerSchool learning management system.</p>	<ul style="list-style-type: none"> <li>• Communication software classes for parents: \$5,000 (Site Title I)</li> </ul>
<p>g) Provide resources to maintain Websites with up-to-date District and school information: costs to be determined.</p>	
<p>h) Continue to expand and improve use of mass communication systems, such as Aeries Communications to provide responsive mass-communication to parents and community.</p>	<ul style="list-style-type: none"> <li>• Aeries Communications: LCFF S &amp; C-\$65,000</li> </ul>

**AUHSD 2019-20 Local Control and Accountability Plan**  
**Stakeholder Engagement Planning Tool**

**LCAP Year 1 through 3: 2017-18, 2018-19, and 2019-20**

<p><b>GOAL:</b></p>	<p align="center"><b>Goal 3: Provide and nurture a safe, reflective, responsive, and positive school culture.</b></p>		<p>Related State and/or Local Priorities:          1 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/></p>
<p><b>Identified Needs:</b></p>			
<p>3.1. Refine/improve District systems for identifying and supporting students with significant truancy issues.</p> <p>Reason/Need-          State Priority #5- Pupil Engagement (Chronic Absenteeism)</p> <p>2017-18 Chronically Absent- 11.4% or 8.3%</p>	<p>3.2. Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.</p> <p>Reason/Need-          State Priority #4- Pupil Achievement          State Priority #5- Pupil Engagement          State Priority #6- School Climate (Pupil suspension/expulsion)</p> <p>2017-18 Suspension rate- 4.8%</p>	<p>3.3. Effectively monitor student academic progress and implement support services recommended by American School Counselor Association (ASCA) National Standards.</p> <p>Reason/Need-          State Priority #4- Pupil Achievement          State Priority #5- Pupil Engagement          State Priority #7- Course Access          State Priority #8- Other Pupil Outcomes (Broad course of study)</p>	
<p>3.4. Upgrade facilities and address maintenance needs to provide safe and healthy learning environments for all students.</p> <p>Reason/Need-          State Priority #1- Basic (Facilities in good repair)</p>	<p>3.5. Increase academic and social-emotional support for Foster Youth and McKinney-Vento students.</p> <p>State Priority #4- Pupil Achievement          State Priority #5- Pupil Engagement          State Priority #6- School Climate</p> <p>Class of 2018 Graduation rate- 86.8%          Class of 2018 College/Career Indicator- 43.7%          Class of 2018 A – G rate- 44.1%          Class of 2018- 70% attended college after graduation          D/F rate- up to 25% of students earning 1 or more F's each semester</p>		

**AUHSD 2019-20 Local Control and Accountability Plan  
Stakeholder Engagement Planning Tool**

Actions/Services	Priority			Budgeted Expenditures
	Low	Middle	High	
3.1 Refine/improve District systems for identifying and supporting students with significant truancy issues.	KaHoot Survey results- 96% agreed to the action (74/77)			
a) Develop a District-wide systemic attendance monitoring system that will lead to reduced dropouts and increased numbers of students who graduate from high school.	Low	Middle	High	
b) Provide school resources, programs, and support services to monitor and improve student attendance District-wide. 1. Expand transportation services for students.	Low	Middle	High	<ul style="list-style-type: none"> <li>Transportation services: \$3.5 million (LCFF S &amp; C)</li> </ul>
c) Continue to support 1 FTE Attendance Program Administrator to support improved attendance results and continue to support Saturday Academy program. 1. Position supports all students and pays special attention to Low Income Pupils, English Learners, Foster Youth, SWD, and McKinney-Vento students.	Low	Middle	High	<ul style="list-style-type: none"> <li>1 FTE Attendance Program Administrator: LCFF S &amp; C- \$175,000</li> <li>Saturday Academy program: LCFF S &amp; C- \$216,000</li> </ul>

Actions/Services	Priority			Budgeted Expenditures
	Low	Middle	High	
3.2 Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.	KaHoot Survey results- 94% agreed to the action (72/76)			
a) Implement MTSS, which includes increased mental health resources to meet the social and emotional needs of students. 1. Continue to support Licensed Social Workers with Pupil Personnel Services (PPS) credentials 2. Continue to support 1 FTE social worker to support ILC students' mental health needs 3. Continue to offer training on mindfulness and brain aligned strategies for students and staff. 4. OC Human relations	Low	Middle	High	<ul style="list-style-type: none"> <li>Social workers: \$1.1 million                             <ul style="list-style-type: none"> <li>LCFF \$610,000</li> <li>Title I- \$310,000</li> <li>Title IV- \$110,000</li> <li>St. Joseph-\$130,000</li> </ul> </li> <li>1 FTE ILC social worker: \$134,000 (United Way)</li> <li>OC Human Relations- LCFF S &amp; C- \$200,000</li> </ul>
b) Continue to support 3 FTE health technicians in 2015-16,	Low	Middle	High	<ul style="list-style-type: none"> <li>3 FTE health technicians: LCFF S &amp; C- \$250,000</li> </ul>
c) Continue to develop alternatives to suspension, including "Restorative Practices." 1. Continue to support additional assistant principals 2. Continue to support 1 FTE Teacher on Special Assignment added in 2015-16 to implement Alternatives to Suspension program.	Low	Middle	High	<ul style="list-style-type: none"> <li>8 FTE Assistant Principals: LCFF S &amp; C- \$1.3 million</li> <li>1 FTE TOSA for Alternatives to Suspension program: LCFF S &amp; C- \$131,000</li> </ul>
d) Train staff on the developmental, social, and emotional needs of McKinney-Vento, Foster youth students, and including the impact of trauma, mental illness, and/or poverty on behavior and student learning. (Costs included in District Professional Learning Plan.) 1. Decrease the percentage of transfers for McKinney-Vento and Foster Youth	Low	Middle	High	<ul style="list-style-type: none"> <li>Capturing Kids Hearts- LCFF S &amp; C- \$126,000</li> </ul>

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

<p>students to continuation and other alternative schools.</p> <p>2. Ensure that all students, including McKinney-Vento, Foster Youth, and EL students receive appropriate mental health and behavioral services, including school social worker counseling, school based mental health services and in-school therapeutic services, regardless of whether he or she qualifies for special education. (Duplicated from 1.11)</p> <p>3. "Capturing Kids Hearts" and civic learning training will be provided</p> <p>4. Provide training on Behavior to Special Education teachers in order to increase positive behavior for SWDs (District Professional Learning Plan).</p>		<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li>Graduate-level interns' hourly pay: LCFF S &amp; C- \$120,000</li> </ul>
<p>e) Continue to support the internship training institution, where graduate-level interns provide mental-health services to the District's students.</p>		<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li></li> </ul>
<p>f) Provide training to teachers and support staff on the social and emotional needs of lesbian, gay, bisexual, transgender, queer/questioning sexual identity (LGBTQ): Cost included in District Professional Learning Plan.</p>		<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li></li> </ul>
<p>g) Continue to support District-level 1 FTE Behavior Intervention Specialist (Special Youth Services Department), added in 2014-15, who coordinates interventions and support services at site-level for SWD.</p>		<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li>1 FTE Behavior Intervention Specialist: LCFF S &amp; C- \$140,000</li> </ul>
<p>h) Establish District Discipline Committee to look into specific issues such as junior high school suspensions and alternatives to suspension.</p>		<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li></li> </ul>
<p>i) Increase school library hours, based upon the needs of students at each school: (site funds, as funding becomes available).</p>		<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li></li> </ul>
<p>j) Expand mentoring opportunities to include newcomer EL students, and/or create a mentorship program specifically for these students (funding to be determined).</p>		<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li></li> </ul>
<p>k) Explore implementation models for community based schools</p>		<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li></li> </ul>
<b>Actions/Services</b>			
<p>3.3 Effectively monitor student academic progress and implement support services recommended by American School Counselor Association (ASCA) National Standards.</p>		<p>Priority</p> <p>Middle</p> <p>High</p>	<p>Budgeted Expenditures</p>
<p>a) Adopt national counseling standards, provide appropriate professional learning, and monitor implementation.</p>	<p>KaHoot Survey results- 95% agreed to the action (76/80)</p>	<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li></li> </ul>
<p>b) Reduce student/guidance counselor ratio by adding additional counselors in order to increase counseling services provided to students.</p>		<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li>8 FTE counselors: LCFF S &amp; C- \$1 million</li> </ul>
<p>c) Schools provide each student with an individualized six-year, student academic plan that is college and career aligned.</p> <p>1. Funding is available for 1 FTE Counselor on Special Assignment (COSA)</p>		<p>Low</p> <p>Middle</p> <p>High</p>	<ul style="list-style-type: none"> <li>Counselor on Special Assignment (COSA): LCFF S &amp; C- \$140,000</li> </ul>

## AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool

<p>d) Require a comprehensive transition plan for all 7<sup>th</sup>- and 9<sup>th</sup>-grade students (ex. new student orientations, campus tours, and Link Crew).</p>	<p>Low Middle High</p>	<ul style="list-style-type: none"> <li>Continue to support student orientation programs such as Link Crew: \$51,000 (site LCFF)</li> </ul>
<p>e) Ensure that upon full implementation of LCFF, McKinney-Vento, Foster Youth, SWD, and EL students receive educational counseling from an academic counselor.</p>	<p>Low Middle High</p>	<ul style="list-style-type: none"> <li></li> </ul>
<p>f) Ensure that McKinney-Vento, Foster Youth, and EL students are enrolled in appropriate academic programs, including credit recovery classes, A-G classes, AP classes, after-school classes, summer school, academic tutoring resources, and remediation services</p> <p>1. Ensure that all students including McKinney-Vento, Foster Youth, and EL students who transfer into any of the District's schools are promptly enrolled in the appropriate school and classes, and transferring youth will be awarded credit for all work completed, including partial credits.</p>	<p>Low Middle High</p>	<ul style="list-style-type: none"> <li></li> </ul>

Actions/Services	Priority			Budgeted Expenditures
	Low	Middle	High	
<p>3.4 Upgrade facilities and address maintenance needs to provide safe and healthy learning environments for all students.</p>	<p>KaHoot Survey results- 98% agreed to the action (75/76)</p>			
<p>a) Increase fiscal resources to provide repairs, upgrades, and beautification of school sites, including security fencing.</p>	<p>Low</p>	<p>Middle</p>	<p>High</p>	<ul style="list-style-type: none"> <li>Site repairs and beautification: \$8.2 million over three years (Measure H Bond).</li> </ul>
<p>b) Improve science classrooms at schools as needed, to make sure that all science classrooms have appropriate lab facilities. (Cost included in Action 3.6. Measure H facilities upgrades.)</p>	<p>Low</p>	<p>Middle</p>	<p>High</p>	
<p>c) Provide an appropriate number of custodial staff and athletic facilities workers to correspond with current facilities' needs.</p> <p>1. Continue to support 4 FTE athletic field workers</p> <p>2. Continue to support 1 FTE grounds technician</p>	<p>Low</p>	<p>Middle</p>	<p>High</p>	<ul style="list-style-type: none"> <li>4 FTE athletic field workers: \$309,000 (LCFF).</li> <li>1 FTE grounds technician: \$74,000 (LCFF).</li> </ul>
<p>d) Provide appropriate staffing to maintain technology and technology infrastructure:</p> <p>1. Continue to support 5 FTE site technicians added in 2015-16 to maintain technological resources.</p> <p>2. Continue to support 1 FTE Network Manager added in 2017-18 to manage District network infrastructure.</p>	<p>Low</p>	<p>Middle</p>	<p>High</p>	<ul style="list-style-type: none"> <li>5 FTE site technicians: \$619,000 (LCFF S &amp; C).</li> <li>1 FTE Network Manager: \$163,000 (LCFF S &amp; C).</li> </ul>
<p>e) Invest in and/or increase the use of security cameras/surveillance/ alarm systems that will prevent malicious acts such as theft of District property.</p>	<p>Low</p>	<p>Middle</p>	<p>High</p>	<ul style="list-style-type: none"> <li>\$3.4 million over three years (Measure H Bond).</li> </ul>

Actions/Services	Priority			Budgeted Expenditures
	Low	Middle	High	

**AUHSD 2019-20 Local Control and Accountability Plan  
Stakeholder Engagement Planning Tool**

3.5 Increase academic and social-emotional support for Foster Youth and McKinney-Vento students.	KaHoot Survey results- 97% agreed to the action (7/1/19)	
a) Increase course selection and course access for Foster Youth and McKinney-Vento students.	Low Middle High	
b) Provide additional instructional materials to Foster Youth and McKinney-Vento students.	Low Middle High	<ul style="list-style-type: none"> <li>• Instructional materials for Foster Youth and McKinney-Vento students: \$10,000 annually (LCFF).</li> </ul>
c) Provide additional professional learning/training on strategies to better support socio-emotional and/or mental health issues:	Low Middle High	<ul style="list-style-type: none"> <li>•</li> </ul>
d) Increase outreach services for Foster Youth and McKinney-Vento students. <ol style="list-style-type: none"> <li>1. Add additional Child Welfare and Attendance outreach position:</li> <li>2. Add additional Office Assistant, Bilingual.</li> <li>3. Establish a Foster Youth Task Force</li> </ol>	Low Middle High	<ul style="list-style-type: none"> <li>• Add additional Child Welfare and Attendance outreach position in: \$69,000 if funding becomes available (LCFF).</li> <li>• Add additional Office Assistant, Bilingual: \$40,000 if funding becomes available (LCFF).</li> </ul>
e) Develop mentoring programs for Foster Youth and McKinney-Vento students: cost to be determined (LCFF).	Low Middle High	
f) Continue to engage a cross-agency, multi-disciplinary educational team to support the educational success of McKinney-Vento and Foster Youth students.	Low Middle High	<ul style="list-style-type: none"> <li>•</li> </ul>
g) Continue to actively collaborate with the county child welfare agency, the county office of education and other agencies working to improve the educational success of McKinney-Vento and Foster Youth students.		<ul style="list-style-type: none"> <li>•</li> </ul>
h) Continue to provide McKinney-Vento and Foster Youth students who transfer into a school the support they need to feel welcomed and comfortable. Ensure that their educational records and credits are promptly and accurately transferred, that they are enrolled in appropriate classes, and that their individual education plan (IEP) is up-to-date and implemented (if the student has special needs).		<ul style="list-style-type: none"> <li>•</li> </ul>



# Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum

## LEA name:

Anaheim Union High School District

## CDS code:

30-66431

## Link to the LCAP:

*(optional)*

<http://www.auhsd.us/district/index.php/lcap>

## For which ESSA programs will your LEA apply?

Choose from:

**TITLE I, PART A**

Improving Basic Programs Operated by State and Local Educational Agencies

**TITLE I, PART D**

Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk

**TITLE II, PART A**

Supporting Effective Instruction

**TITLE III, PART A**

Language Instruction for English Learners and Immigrant Students

**TITLE IV, PART A**

Student Support and Academic Enrichment Grants

*(NOTE: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

The District will apply for the following ESSA programs: Title I, Part A, Title II, Part A, Title III, Part A, and Title IV, Part A. The application process for these programs is completed through the Consolidated Application and Reporting System (CARS).

*In the following pages, ONLY complete the sections for the corresponding programs.*

## Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

**The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding.** LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

**The LEA must address the Strategy and Alignment prompts provided on the following page.**

**Each provision for each program must be addressed,** unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to

promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

## Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

The District's strategy for using federal ESSA funds is first and foremost to implement the program requirements that are specified in ESSA legislation and regulatory guidance. These programs are designed to provide supplemental support to students and schools, in order to achieve improved educational outcomes.

### **AUHSD Mission Statement**

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:

- High academic achievement based on a strong foundation of knowledge and skills
- 21<sup>st</sup> century learning skills for students to act as problem solvers and critical thinkers
- Readiness for post-secondary education, career options, and civic and social responsibility

### **AUHSD Local Control and Accountability Plan (LCAP) General Information**

The District's mission statement is aligned with the goals and actions of the District's LCAP; and, the LCAP is the product of an extensive engagement process, which included many conversations with parents/parent advisory groups, teachers, students, classified staff, administrators, and community members. Responses from the engagement process, which included multiple forms of feedback, including survey results, were evaluated and used to help guide any changes to goals and actions from the previous year's LCAP.

The District's 2019-20 LCAP goals are:

- Goal 1: All students will demonstrate college, career, and life readiness and success through implementation of the 5 Cs.
- Goal 2: Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.
- Goal 3: Provide and nurture a safe, reflective, responsive, and positive school culture.

Each LCAP goal contains several action that were refined through the LCAP stakeholder engagement process. All LCAP actions from the 2018-19 year were reviewed, and additional action-steps have been added to the 2019-20 LCAP as needed.

**The District’s LCAP “Greatest Needs” and “Performance Gaps” sections (AUHSD 2019-20 LCAP, p. 4-5) lists the areas in which the District has been identified as needing improvement, and they are:**

1. Student performance in English language arts and mathematics are both orange.
2. Mathematics achievement results indicate performance gaps for EL, FY and SWD subgroups.
3. College/Career indicator shows a performance gap for Students with Disabilities.
4. Foster Youth, Students with Disabilities, and students of Two or More races display a performance gap for both absenteeism and suspension rate.
5. Pacific Islander students display a gap in the area of chronic absenteeism.

**To address these needs, the District is doing the following (AUHSD 2019-20 LCAP, p. 4-5):**

Improving mathematics achievement results for all students, with an even greater emphasis on improving mathematics achievement results for EL and SWD subgroups is a priority. The District has targeted the junior high level to begin addressing instruction and achievement. This includes professional learning/training for mathematics teachers during the 2019-20 year. Instructional coaching models are also being explored for implementation during the 2019-20 year.

Improving English language arts (ELA) achievement results for all students, with an even greater emphasis on improving ELA achievement results for EL and SWD subgroups. Implementation of a cross-curricular writing journey, which emphasizes writing in all curricular areas, will continue. In depth training for teachers about the ELD standards occurred during the 2018-19 year and will be built upon in the 2019-20 year.

Teachers and staff continue to receive professional learning/training on strategies to better address students’ social and emotional needs; and the District’s Student Support Services department will continue to explore grant opportunities and community partnerships, in an effort to provide additional programs/resources to support students’ mental health needs.

The District has established an EL Taskforce and a SWD Taskforce in order to target the needs of these students. Each school has implemented site level teams to address the needs of these students and implement District recommendations. A Foster Youth Taskforce will be implemented during the 2019-20 year.

Additionally, the District established a Taskforce to address discipline concerns, particularly at the junior high school level. This group has made recommendations to help address issues that impact suspension rate.

#### **Use of Federal ESSA Funds to Supplement/Support State Funded Priorities/Initiatives**

Curriculum Specialists, supported by Title I, Part A, Title II, Part A, and Title III, Part A, work collaboratively to implement professional learning activities for the following content areas: English language arts (ELA), mathematics, science, social science, and English language development (ELD).

Lesson Design Coaches (LDC), funded through Title I, Part A, Title II, Part A, and Title III, Part A, provide on-site support to teachers by providing guidance, assistance and professional development to improve instructional practices.

Family and Community Engagement Specialists (FACES), funded through Title I, Part A, help to create a greater connection between parents and schools. FACES coordinate with school staff and administration to plan, develop, implement, and evaluate parent education programs. FACES serve as the liaisons between schools, parents, and community agencies/resources, and also they provide translations or interpretation services for limited and non-English speaking parents in designated target languages.

McKinney-Vento (Homeless) Assistance Program staff, funded through Title I, Part A, work to guarantee that students who are experiencing homelessness: (1) receive a free and appropriate public education; (2) are

enrolled in school immediately, even if lacking documents normally required for enrollment; (3) are permitted to continue attending their school of origin (the school they attended when permanently housed or the school in which they were last enrolled), if that is in the best interest of the student and is feasible; (4) receive transportation to and from the school of origin, if requested; (5) receive educational services comparable to those provided to other students; and, (6) receive school supplies and other resources needed to be successful in school.

Other ESSA positions that are integral to supporting the needs of unduplicated pupils and their parents/families include additional intervention teachers, social workers, interpreters/translators, and bilingual instructional assistants. These positions are in addition to similar positions that are base-funded (general-funded) positions, and they support the implementation of the District’s LCAP.

## Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The District utilizes a planning tool to develop its LCAP. The planning tool for the 2019-20 year is entitled AUHSD 2019-20 Local Control and Accountability Plan Stakeholder Engagement Planning Tool (LCAP Planning Tool). The planning tool includes all activities and programs intended to improve or expand services for students, in an effort to improve educational outcomes.

Both state and federal funds are referenced in the planning tool, and both state and federal funds support the activities and programs listed in the planning tool. Federal funding is used to support actions that meet federal requirements and these requirements also support many state priorities that are the foundation of the LCAP.

All federal funds received by the District are referenced in the LCAP Planning Tool, and through the District’s LCAP stakeholder engagement process, staff, students, parents, and community members have the opportunity to comment on all actions included in the LCAP Planning Tool. Through this process, the LCAP Planning Tool is thoroughly reviewed and updated each year to ensure that state and federal funds are supporting activities/programs that best serve the District’s students, and particularly students who are part of the District’s unduplicated student population of low-income pupils, English learners, and foster youth.

## ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

## TITLE I, PART A

### Monitoring Student Progress towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 (as applicable)

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

(A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students

- *AUHSD LCAP Action 1.1: Provide ongoing professional learning/training to support highly qualified teachers, support staff, and administrators to ensure successful implementation of all state standards and instruction focused on the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).*
- *AUHSD LCAP Action 1.6: Refine school scheduling structures and/or provide scheduling options for students to access broader courses of study, such as access to Science, Technology, Engineering, Arts, and Mathematics (STEAM), Visual and Performing Arts (VAPA), Career Technical Education (CTE), and World Languages.*
- *AUHSD LCAP Action 1.7: Improve placement, instructional practices, and monitoring of English Learners (EL) to increase academic and social success.*
- *AUHSD LCAP Action 1.8: Expand academic programs that develop biliteracy.*
- *AUHSD LCAP Action 1.10: Improve placement, instructional practices, and monitoring of Students With Disabilities (SWD) to increase academic and social success.*
- *AUHSD LCAP Action 1.11: Create post-secondary transition and support opportunities for students that build college and career readiness skills.*

(B) identifying students who may be at risk for academic failure

- *AUHSD LCAP Action 1.5: Implement and refine systems that utilize multiple forms of assessment to effectively place students, design interventions, monitor student progress, and ensure access to challenging courses of study.*
- *AUHSD LCAP Action 1.7: Improve placement, instructional practices, and monitoring of English Learners (EL) to increase academic and social success.*
- *AUHSD LCAP Action 1.9: Implement a multi-tiered system of supports (MTSS) that provides increased/expanded services to meet student learning needs.*
- *AUHSD LCAP Action 1.10: Improve placement, instructional practices, and monitoring of Students With Disabilities (SWD) to increase academic and social success.*
- *AUHSD LCAP Action 3.2: Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.*
- *AUHSD LCAP Action 3.3: Effectively monitor student academic progress and implement support services recommended by American School Counselor Association (ASCA) National Standards.*
- *AUHSD LCAP Action 3.5: Increase academic and social-emotional support for Foster Youth and McKinney-Vento students.*

(C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards

- *AUHSD LCAP Action 1.5: Implement and refine systems that utilize multiple forms of assessment to effectively place students, design interventions, monitor student progress, and ensure access to challenging courses of study.*
- *AUHSD LCAP Action 1.7: Improve placement, instructional practices, and monitoring of English Learners (EL) to increase academic and social success.*
- *AUHSD LCAP Action 1.9: Implement a multi-tiered system of supports (MTSS) that provides increased/expanded services to meet student learning needs.*
- *AUHSD LCAP Action 1.10: Improve placement, instructional practices, and monitoring of Students With Disabilities (SWD) to increase academic and social success.*

- AUHSD LCAP Action 3.2: Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.
- AUHSD LCAP Action 3.3: Effectively monitor student academic progress and implement support services recommended by American School Counselor Association (ASCA) National Standards.
- AUHSD LCAP Action 3.5: Increase academic and social-emotional support for Foster Youth and McKinney-Vento students.

(D)identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

- AUHSD LCAP Action 1.1: Provide ongoing professional learning/training to support highly qualified teachers, support staff, and administrators to ensure successful implementation of all state standards and instruction focused on the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).
- AUHSD LCAP Action 1.2: Align instructional design and delivery with state adopted standards to support development of literacy and mathematical skills.

### Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 (as applicable)

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

- AUHSD LCAP Action 3.1: Refine/improve District systems for identifying and supporting students with significant truancy issues.
- AUHSD LCAP Action 3.2: Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), which includes increased support of mental health resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning.
- AUHSD LCAP Action 3.3: Effectively monitor student academic progress and implement support services recommended by American School Counselor Association (ASCA) National Standards.
- AUHSD LCAP Action 3.5: Increase academic and social-emotional support for Foster Youth and McKinney-Vento students.

### Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 (as applicable)

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

(A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State

- AUHSD LCAP Action 1.1: Provide ongoing professional learning/training to support highly qualified teachers, support staff, and administrators to ensure successful implementation of all state standards and instruction focused on the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).
- AUHSD LCAP Action 1.2: Align instructional design and delivery with state adopted standards to support development of literacy and mathematical skills.
- AUHSD LCAP Action 1.6: Refine school scheduling structures and/or provide scheduling options for students to access broader courses of study, such as access to Science, Technology, Engineering, Arts, and Mathematics (STEAM), Visual and Performing Arts (VAPA), Career Technical Education (CTE), and World Languages.

(B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

- AUHSD LCAP Action 1.6: Refine school scheduling structures and/or provide scheduling options for students to access broader courses of study, such as access to Science, Technology, Engineering, Arts, and Mathematics (STEAM), Visual and Performing Arts (VAPA), Career Technical Education (CTE), and World Languages.
- AUHSD LCAP Action 1.11: Create post-secondary transition and support opportunities for students that build college and career readiness skills.

## TITLE II, PART A

### Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (as applicable)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

- AUHSD LCAP Action 1.1: Provide ongoing professional learning/training to support highly qualified teachers, support staff, and administrators to ensure successful implementation of all state standards and instruction focused on the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).
- AUHSD LCAP Action 1.2: Align instructional design and delivery with state adopted standards to support development of literacy and mathematical skills.

## TITLE III, PART A

### Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (as applicable)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.



- *AUHSD LCAP Action 2.2: Provide additional qualified personnel to schools to support the needs of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEP) students, and/or Initially Fluent English Proficient (IFEP) students and their families.*

## **ESSA Provisions Addressed in the Consolidated Application and Reporting System**

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

### **TITLE I, PART A**

#### **Poverty Criteria**

<b>ESSA SECTION</b>	<b>STATE PRIORITY ALIGNMENT</b>
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

- *AUHSD uses certified data, which reflects the unduplicated counts and percentages of students eligible to receive Free or Reduced Price Meals (FRPM) under the National School Lunch Program (NSLP). This data is used to calculate eligibility and ranking for Title I, Part A school allocations.*

## ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

### TITLE I, PART A

#### **Educator Equity**

##### ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

The District's process for identifying disparities in staffing include a review of all credentials. This process also includes an annual review of staffing allocation across schools. Currently, all District teachers are assigned to areas they are legally credentialed to teach or otherwise authorized through statute. The District has less than .5% of teachers who are considered out-of-field. Less than 5% of all District teachers have two or fewer years of experience. Every school site in the District has inexperienced teachers ranging from 3 to 10 staff members.

As a result of this analysis, no disparities were identified that result in low-income and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

AUHSD LCAP Action 1.1 supports ongoing efforts to ensure students are taught by qualified teachers.

AUHSD LCAP Action 1.1- Provide ongoing professional learning/training to support highly qualified teachers, support staff, and administrators to ensure successful implementation of all state standards and instruction focused on the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).

Additionally, the District's teacher induction program provides mentors, training, and support for new teachers

#### **Parent and Family Engagement**

##### ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

AUHSD Board Policy 91300, Parent and Family Engagement, states the following on pages 6-7 as part of administrative regulation.

At each school receiving Title I funds, a written policy on parent and family engagement shall be developed jointly with and agreed upon by parents of participating students. Such policy shall describe the means by which the school will:

Convene an annual meeting, at a convenient time, to which all parents of participating students shall be invited and encouraged to attend, in order to inform parents of their school's participation in Title I, and to explain Title I requirements and the right of parents to be engaged in their students' educational process.

Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, child care, and/or home visits may be provided as such services relate to parent and family engagement.

Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent and family engagement policy, and if applicable, the joint development of the plan for schoolwide programs, which is embedded in the school's Single Plan for Student Achievement.

Provide the parents of participating students all of the following: timely information about Title I programs; a description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and, if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and as soon as practicably possible, responses to the suggestions of parents.

If the schoolwide program plan is not satisfactory to the parents of participating students, submit any parent comments when the school makes the schoolwide plan, which is embedded in the Single Plan for Student Achievement, available to the District.

Jointly develop with the parents of participating students a school-parent compact that outlines how parents, the entire school staff, and students will share responsibility for improved student academic achievement, and the means by which the school and parents will build a partnership to help students to be successful in school.

Schools have employed a number of strategies to make connections with parents including Coffee with the Principal, lunch with a student, and other community events. A collaborative approach to engagement that includes administrators, staff, and families is the basis for engagement at every site.

Family and Community Engagement Specialists (FACES) facilitated Parent Leadership Academies (PLA) and Parent Learning Walks. The District's FACES have been instrumental in reaching out to parents and establishing themselves as resources within each school community. They also connect parents and families with local community resources.

## **Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children**

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Thirteen of the District's schools receive Title I funding, and these schools operate Title I Schoolwide Programs (SWP). *The District does not currently operate any Targeted Support Programs or Programs for Neglected or Delinquent Children.*

The District assists Title I SWP schools with the comprehensive needs assessment process, through a peer review of each Title I school's Single Plan for Student Achievement (SPSA). The SPSA Peer Review process includes a description of each school's process for analysis of student achievement data, process for analysis of program strengths and weaknesses, process for alignment of curriculum to district and State standards, process for teacher collaboration and professional development, and the plan for use of research-proven instructional strategies, which support increased student achievement.

District-wide alignment of both reading/English language arts and mathematics curriculum occurs through district-supported data-analysis and professional development, which includes Title I and non-Title I staff. Curriculum specialists, under the direction of the Assistant Superintendent of Education, continually refine the process to identify needs, align curriculum and provide assistance/coaching, to implement practices that improve the base curricular and instructional program.

The District provides a variety of extended learning-time opportunities, such as after-school tutoring, after-school remediation, and summer literacy and numeracy academies. These activities are intended to support students' efforts to achieve grade-level student achievement outcomes more quickly.

The District continues to implement several scientifically research-based instructional strategies that address the needs of historically under-served students, low-achieving students, and those at risk of not meeting state standards through several avenues, including District initiatives to improve instructional practice, such as daily use of content objectives, language objectives, and formative assessments in every classroom. Expand the use of research-proven instructional strategies, and low-stakes writing. Continue use of specific AVID instructional strategies, such as Cornell Notes and Writing Inquiry Collaboration Reading (WICR).

Each Title I school has a multi-tiered system of supports to address both academic and socio-emotional needs.

High quality professional development is delivered in a variety of ways, including district-wide and county workshops, site level workshops, and workshops hosted by educational organizations. School-level professional development opportunities are driven by school-level needs assessments that are imbedded in the SPSA planning process. District-level professional development is driven by the district-level analysis of program data and/or needs assessments. Additionally, the District's teacher induction program provides mentors, training, and support for new teachers.

All curriculum, instruction, and professional development decisions are intended to improve educational outcomes. Students, who experience difficulty mastering the standards, are identified within the first four weeks of instruction. Additional assistance, in the form of appropriate interventions, are prescribed and implemented before the first grade reporting period.

## **Homeless Children and Youth Services**

### **ESSA SECTION 1112(b)(6)**

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

The District serves approximately 4,000 students who struggle with homelessness, and the District reserves \$440,000 from Title I, Part A each year to support a McKinney-Vento (Homeless) Education program. A

program coordinator, social workers, and a Family and Community Engagement Specialist provide assistance with the following: school enrollment and attendance, health/immunizations, transportation, tutoring, record retrieval, school supplies, hygiene supplies, uniform and clothing referrals, referrals to community agencies for additional assistance, and support for socio-emotional issues.

## **Student Transitions**

### **ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)**

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

The District serves grades 7-12 and does not operate any early childhood education programs.

The District does implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education. Examples include:

Adopt national counseling standards, provide appropriate professional learning, and monitor implementation. Require a six-year academic plan for all students in grades 7-12. Require a comprehensive transition plan for all 7<sup>th</sup>- and 9<sup>th</sup>-grade students (e.g. new student orientations, campus tours, and Link Crew)

The District's Anaheim Innovative Mentoring Experience (AIME) program, which has served more than 3,300 AUHSD students through a tiered mentoring program, which allows for a variety of business, and corporate and community partners to participate in making a difference in the lives of students. Students benefit from mentoring experiences that help them to prepare for the demands of college and career in an authentic environment.

The Anaheim Union Educational Pledge (The Pledge) includes Fullerton and Cypress colleges, California State University, Fullerton (CSUF), the University of California, Irvine (UCI), and the City of Anaheim, in partnership with the District to ensure that AUHSD graduates achieve their post-secondary goals. The process begins when students develop a six-year academic and career plan, beginning in seventh grade. Highlights from The Pledge include: expanded dual enrollment courses that allow for more college credit upon high school graduation; support services for AUHSD graduates at CSUF and UCI; admission and transfer advantages for AUHSD graduates. The graduating class of 2018 was the first graduating class of Pledge eligible students.

## **Additional Information Regarding Use of Funds under This Part**

### **ESSA SECTION 1112(b)(13) (A–B)**

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

(A) The District's high schools use ESSA funds from Title I, Part A, or from Title II to provide professional learning/training to teachers who work with gifted and talented students, such as ongoing training to support effective, up-to-date delivery of Advanced Placement (AP) curriculum, as well as International Baccalaureate (IB) curriculum (AUHSD LCAP Action 1.6).

(B) Through Title I Part A, the District supports a cloud-based library operating software system that can be accessed during all hours of the day, and has increased the variety of online resource database subscriptions, such as Britannica, Britannica ImageQuest, and AP Source (AUHSD LCAP Action 1.3).

Additionally, the District partners with local public libraries to provide students and staff seamless access to online public resources, such as the "A Card for Every Student" (ACES) library card program.

## **TITLE I, PART D**

### **Description of Program**

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable—The District does not receive Title I, Part D funding.

### **Formal Agreements**

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

- (A) LEA; and
- (B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable—The District does not receive Title I, Part D funding.

### **Comparable Education Program**

#### ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable—The District does not receive Title I, Part D funding.

### **Successful Transitions**

#### ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable—The District does not receive Title I, Part D funding.

### **Educational Needs**

#### ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable—The District does not receive Title I, Part D funding.

### **Social, Health, and Other Services**

#### ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

**Postsecondary and Workforce Partnerships**

**ESSA SECTION 1423(7)**

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

**Parent and Family Involvement**

**ESSA SECTION 1423(8)**

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

**Program Coordination**

**ESSA SECTION 1423(9–10)**

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.



### **Probation Officer Coordination**

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

### **Individualized Education Program Awareness**

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child’s or youth’s existing individualized education program.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

### **Alternative Placements**

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Not applicable–The District does not receive Title I, Part D funding.

## **TITLE II, PART A**

### **Professional Growth and Improvement**

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA’s systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

In an effort to retain highly effective teachers, the District’s induction program engages preliminary credentialed teachers in a job-embedded formative assessment system of support and professional growth to fulfil the requirements for the California Clear Single Subject credential. The program is designed and implemented in accordance with the Standards of Quality and Effectiveness for Professional Teacher Induction Programs and

aligned to the California Standards for the Teaching Profession. Currently, the program supports 50 participating teachers, who are also provided opportunities and support to complete this work outside of the school day and/or school year.

The District continues to refine the Professional Learning Plan, which focuses on the implementation of professional learning/training designed to increase staff's capacity to develop all students' college and career readiness skills, and also utilize effective teaching strategies that are specifically designed to improve academic outcomes for Students With Disabilities and English learners.

The Professional Learning Plan includes professional learning/training on instructional strategies to better support the needs of Newcomer and Long-Term English Learner (LTEL) students, as well as strategies to address cultural proficiency/competency, including cross-cultural interactions, cultural differences, and culturally responsive curriculum and instruction.

In designing and assessing the formative impact of the professional development system, District professional development staff concentrate on the degree to which professional development activities accomplish the following: (1) how well the activities focus on students meeting essential standards through the use of State-adopted/standards-based materials and formative assessments; (2) how aligned to the instructional work of teachers the professional development is situated; and, (3) how well selected professional development resources apply to particular under-performing student populations, and particularly English Learners and Students With Disabilities.

The District has collaborated with California State University, Fullerton to create a Tier I administrative credential program that ensures on-going leadership training for future ready administrators and teacher leaders.

The District is refining a professional learning monitoring system to track professional learning participation. (The preceding section is referenced in AUHSD LCAP Action 1.1.)

The District is providing centralized training necessary for the implementation of all California State Standards, including ELD standards, and all other state adopted, standards-aligned lesson study models, which support close reading of complex text, using complex text in speech, and demonstrating competency with evidence-based writing.

The District is also providing professional learning/training on strategies to develop non-cognitive skills. Among the skills included are critical thinking, creativity, communication, collaboration, and character. In addition, provide civic learning across all content areas, with the expectation that what is learned in the classroom will apply to the larger community.

## **Prioritizing Funding**

### **ESSA SECTION 2102(b)(2)(C)**

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

The District currently has four schools that are eligible for comprehensive support and improvement. District Administrators met with each of the identified sites in April 2019 to assist in developing the school's plan for 2019-20. Sites conducted needs assessments using 2018-19 data and examined case studies to identify strengths and areas of growth within their school site systems. Funding for the identified interventions and staffing is prioritized for these sites through meeting with District administrators and human resource personnel to ensure prompt attention to these sites.

## **Data and Ongoing Consultation to Support Continuous Improvement**

### **ESSA SECTION 2102(b)(2)(D)**

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

Through First Best Instruction, which begins with intentional lesson design, teachers use multiple forms of monitoring of student progress to determine appropriate interventions, as needed.

Professional Learning Community (PLC) teams will inform instructional practice by sharing and discussing student work examples through guided protocols.

The District's Professional Learning Plan includes training on a broad range of assessments, such as formative assessment practices, performance task assessments, components of the District Writing Journey, project-based learning, and Capstone-like projects. Formative assessment and monitoring of student progress will provide feedback as to the effectiveness of research-proven teaching strategies and best practices, which are a product of ongoing professional development.

The District will continue to provide training on multiple sources of student data, including school climate, student performance, and summative assessments, to best inform instructional practice.

The District will continue to support Hanover Research as a partner to conduct analysis reports on district focus areas to inform decision-making. Examples of the research already conducted by Hanover Research include: A-G Predictive Analysis, Best Practices in Capstone Projects, LCAP Survey-Analysis of Results, LCAP Survey-Reliability Analysis, and Reflective Learning Walk Survey analysis.

The District will continue to provide training and refinement of Individual Education Plans (IEP) that support culturally and linguistically inclusive practices to better support Students With Disabilities (SWD), particularly SWD who are also English learners.

## **TITLE III, PART A**

### **Title III Professional Development**

#### **ESSA SECTION 3115(c)(2)**

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

In order for administrators, teachers, parents and the community to meet the needs of English Learners (EL) at all proficiency levels, they must participate in comprehensive professional learning, which supports the initiatives identified by the District. Professional learning will integrate research and scientifically-based theory with high-quality instructional practices, which will include, but will not be limited to, the development of: (1) knowledge of metacognitive and metalinguistic skills through which EL students are taught; (2) the ability to design and implement differentiated, standards-based instruction in all academic areas, and understand how this intersects with the socio-economic, cultural and linguistic diversity within the school community; (3) Strategies to identify potential interference between the primary language and English; (4) a repertoire of strategies for content-literacy instruction, which are supported through the District's Lesson Design Coach (LDC) program; and, (5) an understanding of the role of assessment in guiding and evaluating instructional and programmatic practices.

The professional learning will include extensive, on-going training for all teachers and bilingual instructional assistants in all levels of the Common Core ELA/Literacy Standards, ELD Standards, and other state-adopted content standards, and District curricula and adopted materials.

### **Enhanced Instructional Opportunities**

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

The District has recently refined and/or purchased new instructional materials for EL programs (including programs for immigrant youth), and provided professional learning to improve the District's EL instructional model to increase access to, and completion of, A-G courses by EL students. This includes the implementation of district-wide, agreed upon pedagogical best practices for EL students, such as: (1) classroom instruction includes collaboration; (2) intentional lesson design allows EL students to speak at least 30% of the period; (3) EL students are given an opportunity to write daily; (4) teachers will incorporate ELD Standards into their lesson design; and, (5) increase EL students' engagement in the learning process through expanded access to appropriate technological resources.

The District continues to support Newcomer EL Task Force to address wrap-around services needed to best support Newcomer EL students.

The District will provide training and materials to teachers and other staff on culturally responsive teaching for immigrant students.

Additionally, the District will continue to support extended language learning opportunities for immigrant emerging level EL students (after-school, Summer Language Academy).

(The preceding section is referenced in AUHSD LCAP Action 1.7)

### **Title III Programs and Activities**

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

All programs are designed to meet the educational needs of English Learners and include English Language Development (ELD). The goal of all programs designed for English Learners is for students to learn English and meet age appropriate academic achievement standards for grade promotion and graduation. These programs include Structured English Immersion (SEI), English Language Mainstream (ELM), and Alternate Bilingual/Dual Language programs. These programs are supported by: the Director of English Learner and Multilingual Services, a Program Administrator and staff of the Language Assessment Center, an English Learner Services Curriculum Specialist, an English Learner Instructional Coach, and site Lesson Design Coaches.

English Learners are supported through the following:

- Structured English Immersion (SEI): Grade 7-12 EL students who have been assessed on the California English Language Development Test (CELDT) or state-approved English language proficiency assessment and are found to be at “less than reasonable fluency in English” receive daily instruction in English language development (ELD), and access to core content instruction through Specially Designed Academic Instruction in English (SDAIE). ELD instruction focuses on listening, speaking, reading and writing and utilizes ELD and English Language Arts (ELA)/Literacy Standards. Core content instruction is based on grade-level standards, with teachers using appropriate instructional strategies to support both language acquisition and grade-level content. Appropriately certified teachers teach both designated and integrated ELD classes.
- English Language Mainstream (ELM): Grade 7-12 students who have been assessed on the CELDT or state-approved language proficiency assessment and have been found to be at “reasonable levels of English fluency” or meet the state/district definition of Long Term English Learner (LTEL) receive daily instruction in ELD targeted to their language proficiency needs, and grade-level instruction in the core content areas with on-going attention paid to the language demands of the instruction. SDAIE strategies continue to be used in the ELM classes. Teachers who work with EL students in the ELM classes possess the appropriate certifications.
- Alternate bilingual program: Spanish-speaking EL students may enroll in the District’s bilingual/dual language programs, after their parents have signed and been granted a parental waiver. Students receive designated ELD as well as core content instruction, with Spanish language support. Students enrolled in this program are expected to meet standards for academic progress in core subjects and in ELD.

Placement of English Learners is a priority to ensure that students are provided access to a full curriculum and participate in lessons and activities that are designed for their language proficiency level and their academic need.

Additionally, the District continues to support programs, such as the Advancement Via Individual Determination (AVID) Excel, which employ the use of one-to-one and small group academic tutoring by college students.

## English Proficiency and Academic Achievement

### ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State’s English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State’s long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

The District has set annual goals for EL students in the areas of ELD, ELA, and biliteracy in core subjects. ELD growth is measured by the state-approved English proficiency assessment. Progress in ELA and mathematics are measured by local assessments and the Smarter Balanced ELA/Literacy and Mathematics assessments. A timeline toward reclassification based on ELD standards levels at the time of initial District enrollment, English language proficiency levels, and other locally approved measures will be used to create cohort data for program assessment and to measure interim progress.

The EL Services curriculum specialist, the EL instructional coach, and other teachers will further develop, refine, and evaluate project-based performance assessments in ELD, English and Spanish language arts and all core subjects.

The District EL team also continues the:

- Development of improved data tools to monitor student progress and to provide guidance for instructional decisions in ELD, language arts and dual language programs.
- Development of after-school and summer enrichment opportunities for EL students.
- On-going professional development and coaching to teachers in providing high-quality, standards-based instruction in ELD, ELA, and other core subjects to EL students.
- Refinement of the District database systems that collect and provide disaggregated data to schools, as well as data tools that are developed by the English Learner and Multilingual Services Language Assessment Center (LAC). LAC staff will also work with individual schools and teachers on quantifying student academic growth and progress towards meeting individual measurable outcomes.
- Growth and expansion of the Dual Language Academy and Seal of Biliteracy Recognition Program.
- Support of EL students’ progression through English learner program to successful reclassification, and provide monitoring tools and data to school sites.

Each school will establish an ELD site team, which includes an administrator, ELD department chairs, general education teacher(s), program specialist, school psychologist(s), counselor, speech-language pathologist, and social worker for the purpose of analyzing data, monitoring ELD progress, and implementing the LCAP recommendations for ELD.

(The preceding section is referenced in AUHSD LCAP Action 1.7)

## TITLE IV, PART A

### Title IV, Part A Activities and Programs

#### ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

#### **THIS ESSA PROVISION IS ADDRESSED BELOW:**

The Anaheim Union Educational Pledge (The Pledge) is a partnership with Fullerton and Cypress colleges, California State University, Fullerton (CSUF), the University of California, Irvine (UCI), and the City of Anaheim, to ensure that AUHSD graduates achieve their post-secondary goals. Highlights from The Pledge include expanded dual enrollment courses; one year of free tuition for full time students at Fullerton and Cypress colleges; admission advantages for all graduates of AUHSD.

Anaheim Innovative Mentoring Experience (AIME) program has served more than 5,000 AUHSD students through a tiered mentoring program, which allows for a variety of corporate and community partners to participate in making a difference in the lives of students. Students benefit from mentoring experiences that help them to prepare for the demands of college and career in an authentic environment.

Not less than 20% of funds will be used to support a well-rounded education in the areas of visual and performing arts, physical education and science and technology. These activities include expanded course offerings, supplemental materials to enhance instruction and professional development.

Not less than 20% of funds will support safe and healthy students by expanding mental health services. These activities include support of school social workers and training about social emotional learning for staff.

Effectiveness of these programs is evaluated as part of the continuous cycle of improvement utilized by the District. Annual data analysis and needs assessment are conducted as part of the development of the Districts' LCAP.

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



ADJUSTMENTS TO INCOME AND EXPENDITURES  
(GENERAL FUND)

RESOLUTION NO. 2018/19-B-22

June 20, 2019

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

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

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

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

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on June 20, 2019, 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 20<sup>th</sup> day of June 2019, 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 20<sup>th</sup> day of June 2019.

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



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

**ADJUSTMENTS TO INCOME AND EXPENDITURES  
(GENERAL FUND)**

**RESOLUTION NO. 2018/19-B-22**

**June 20, 2019**

Schedule of Adjustments

<u>Budgetary Account Number</u>	<u>Income Source</u>	<u>Amount</u>
8010-8099	Local Control/Property Tax	\$ 369,081.00
8100-8299	Federal Revenues	(295,281.00)
8300-8599	Other State Revenues	43,254.00
8600-8799	Other Local Revenues	(172,460.00)
8930-8979	Other Sources/Uses	155,362.00
	Increase (Decrease) to Revenue	<u>\$ 99,956.00</u>
<u>Expenditure</u>		
1000-1999	Certificated Salaries	\$ 2,482,952.00
2000-2999	Classified Salaries	338,912.00
3000-3999	Employee Benefits	130,124.00
4000-4999	Books and Supplies	(4,945,813.00)
5000-5999	Services, Other Operating	(2,681,624.00)
6000-6999	Capital Outlay	(2,088,248.00)
7100-7499	Other Outgo	545,937.00
7600-7629	Transfers In/Out	-
	Increase (Decrease) to Expenditures	<u>\$ (6,217,760.00)</u>
<u>Fund Balance Accounts</u>		
9712	Nonspendable Stores	\$ -
9713	Prepaid Expenditures	-
9740	Restricted	(513,697.00)
9780	Other Assignments	4,979,685.00
9789	Reserve for Economic Uncertainties	(186,533.00)
9790	Unappropriated Fund Balance	2,038,261.00
	Beginning Fund Balance Adjustment	-
	Increase (Decrease) to Fund Balance	<u>\$ 6,317,716.00</u>

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

ADJUSTMENTS TO INCOME AND EXPENDITURES (VARIOUS FUNDS)

RESOLUTION NO. 2018/19-B-23

June 20, 2019

On the motion of Trustee \_\_\_\_\_ and duly, the following resolution was adopted.

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

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

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

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on June 20, 2019, 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 20th day of June 2019, 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 20th day of June 2019.

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

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

**ADJUSTMENTS TO INCOME AND EXPENDITURES  
(VARIOUS FUNDS)**

**RESOLUTION NO. 2018/19-B-23**

**June 20, 2019**

Schedule of Adjustments

FUND DESCRIPTION

Object Code and Description	GO BOND 2014 SERIES 2015	GO BOND 2014 SERIES 2018	CAPITAL FACILITIES	CAPITAL FACILITIES AGENCY RDA	DEFERRED MAINTENANCE	COUNTY SCHOOL FACILITIES	SPECIAL RESERVE FUND 2017 COP	SELF-INSURANCE WORKERS COMP FUND
8000 - ALL REVENUE SOURCES	\$ (56,990.00)	\$ 265,000.00	\$ 225,500.00	\$ -	\$ 13,200.00	\$ (489.00)	\$ 94,000.00	\$ (5,800.00)
1000 - CERTIFICATED SALARIES								
2000 - CLASSIFIED SALARIES			507.00					
3000 - EMPLOYEE BENEFITS	1,705.00		20.00					
4000 - BOOKS AND SUPPLIES	(100,000.00)	12,200.00						
5000 - SVCS & OTHER OPER EXP	(2,000.00)	28,850.00			525,942.00	(74.00)		22,000.00
6000 - CAPITAL OUTLAY	-	(1,299,090.00)	(2,041,091.00)	(4,706,695.00)	(5,170,000.00)		(269,300.00)	-
7000 - OTHER OUTGO	-	-	-	-	-	-	-	-
INCREASE (DECREASE) TO EXPENDITURE	(100,295.00)	(1,258,040.00)	(2,040,564.00)	(4,706,695.00)	(4,644,058.00)	(74.00)	(269,300.00)	22,000.00
FUND BALANCE INCREASE (DECREASE)	\$ 43,305.00	\$ 1,523,040.00	\$ 2,266,064.00	\$ 4,706,695.00	\$ 4,657,258.00	\$ (415.00)	\$ 363,300.00	\$ (27,800.00)

**EXHIBIT G**  
**2019-20 Proposed Budget**  
**is included as a separate**  
**attachment.**

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

**EDUCATION PROTECTION ACCOUNT 2019-2020**

**RESOLUTION NO. 2018/19-B-24**

June 20, 2019

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

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012; and

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and

**WHEREAS**, the voters approved Proposition 55 on November 8, 2016, which extended the Proposition 30 temporary income tax increase on high income earners by twelve years through 2030; and

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

**WHEREAS**, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year; and

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts; and

**WHEREAS**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government; and

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

**WHEREAS**, the Board of Trustees of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the Board of Trustees; and

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

**WHEREAS**, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**NOW, THEREFORE, IT IS HEREBY RESOLVED:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Board of Trustees of the Anaheim Union High School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Board of Trustees of the Anaheim Union High School District has determined to spend the monies received from the Education Protection Act as attached.

**PASSED AND ADOPTED** by the Board of Trustees of the Anaheim Union High School District, County of Orange, State of California, this 20<sup>th</sup> day of June 2019, by a 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 the 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 20<sup>th</sup> day of June 2019, 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 20<sup>th</sup> day of June 2019.

---

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

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

**AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS AND/OR ORDERS**

**RESOLUTION NO. 2018/19-B-25**

June 20, 2019

I, Annemarie Randle-Trejo, clerk of the Board of Trustees of the Anaheim Union High School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 20<sup>th</sup> day of June 2019, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective the 20<sup>th</sup> day of June 2019; and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

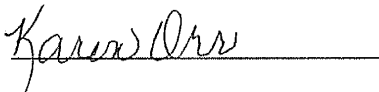
Name Types

Signature

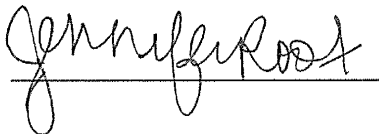
Jeri Chinarian



Karen Orr



Jennifer Root



Ester Yanez



IN WITNESS WHEREOF, I have hereunto set my hand this 20<sup>th</sup> day of June 2019.

\_\_\_\_\_  
Annemarie Randle-Trejo  
Clerk, Board of Trustees



AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 20<sup>th</sup> day of June 2019, 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 20<sup>th</sup> day of June 2019.

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

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

**RESOLUTION FOR PROCUREMENT OF A CONTENT FILTER**

**RESOLUTION NO. 2018/19-B-26**

June 20, 2019

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 ("District") intends on expending funds to procure a content filter solution to be used throughout the District; and

**WHEREAS**, due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, and due to the fact that such services, products and materials of such nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations, it is in the District's best interest to procure various telecommunications equipment, software and other related electronic equipment and apparatus and services in accordance with Public Contract Code Section 20118.2; and

**WHEREAS**, Public Contract Code Section 20118.2 further states that it is in the District's best interest to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, telecommunications, related equipment, software, and services; and

**WHEREAS**, the District intends on procuring a content filter including, but not limited to, hardware, software, cloud services, updates; services; implementation and training; (collectively, "content management system"); for all sites within the District; and

**WHEREAS**, the procurement of the content filter will be funded with various funds; and

**WHEREAS**, the District finds that content filter and services being procured by the District are not available in substantial quantities to the general public in accordance with Public Contract Code Section 20118.2(b), and therefore, qualifies for procurement through competitive negotiations; and

**WHEREAS**, in accordance with Public Contract Code Section 20118.2(d), the District will engage in competitive negotiations for the procurement content filter and services which will include, but not be limited to, all of the following requirements:

1. Requests for proposals will be prepared and submitted to an adequate number of qualified sources, as determined by the District, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the requests for proposals will be published at least twice in a

newspaper of general circulation, at least 10 days before the date for receipt of the proposals.

3. The District will make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the request for proposals is received.
4. The requests for proposals will identify all significant evaluation factors, including price, and their relative importance.
5. The District will provide reasonable procedures for the technical evaluation of the proposals received, the identification of qualified sources, and the selection for the award of the contract.
6. Award will be made to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered.
7. If award is not made to the bidder whose proposal contains the lowest price, the District shall make a finding setting forth the basis for the award.

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

Section 1. That the above recitals are all true and correct.

Section 2. That the District intends on procuring content filter and services described above and finds that they meet the requirements set forth in Public Contract Code Section 20118.2 and therefore, qualify for procurement in accordance with Public Contract Code Section 20118.2(d).

Section 3. That the District's Board of Trustees hereby approves the delegation of authority and appoints the assistant superintendent, Business, who is hereby authorized and directed, pursuant to a majority of the vote of the Board of Trustees and Education Code Section 17604 and similar statutes, to do any and all things that may be deemed necessary or advisable in order to effectuate the purpose and intent of this resolution, all subject to ratification of the Board of Trustees.

Section 4. That the District will engage in competitive negotiations and comply with the requirements set forth in Public Contract Code Section 20118.2(d).

Section 5. That the District will award a contract for the procurement of content filter and services described above based on evaluation factors set forth in the requests for proposals and other factors including those set forth in Public Contract Code Section 20118.2(a).

Section 6. That this resolution shall be effective as of the date of its adoption.

**PASSED AND ADOPTED** by the Board of Trustees of the Anaheim Union High

School District this 20<sup>th</sup> day of June 2019, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and the 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 20<sup>th</sup> day of June 2019, and passed 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 20<sup>th</sup> day of June 2019.

---

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

SAN MATEO-FOSTER CITY SCHOOL DISTRICT  
1170 Chess Drive  
Foster City, California 94404

**ASSIGNMENT OF USDA FOODS  
Super Co-Op  
SY 2019-20**

This assignment is made and entered into this 21 day of June, 2019, between Anaheim Union High School District (AUHSD), ("Assignor") and the San Mateo-Foster City School District, Super Co-Op Lead Agency ("Assignee") (collectively the "parties") to commence services July 1, 2019.

**WHEREAS**, Assignor is a member agency of the Super USDA Foods Cooperative ("Super Co-Op"), a California cooperative consisting of public school agency members for the purpose of obtaining USDA Foods for school meals.

**WHEREAS**, Assignee is the Lead Agency of the Super Co-Op with authority to contract for USDA Foods and related services on behalf of Assignor.

**NOW, THEREFORE** the parties agree as follows:

1. Both parties must remain eligible for receipt of United States Department of Agriculture donated commodity foods (USDA Foods) as determined by the California Department of Education, Nutrition Services Division.
2. Entitlement and "Fair Share" of USDA Foods, based on the Total Lunches Served (TLS) of the Assignor is assigned to the Assignee.
3. The Assignee is responsible for the ordering, receiving, storing and distribution of all USDA Foods, on behalf of the Assignor, according to policy and regulation as designated by the California Department of Education, Nutrition Services Division, Food Distribution Program and the USDA.
4. The Assignee will maintain an inventory management system that will fully account for all USDA Foods, including all raw food items in storage as well as raw and processed product held at a processor.
5. Should a loss of USDA Foods being held for the Assignor occur, due to/ but not limited to theft, spoilage, etc., the Assignee is responsible to the California Department of Education, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Assignor and Assignee shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.

The reporting of any loss of USDA Foods is the responsibility of the Assignee.

6. Both the Assignee and Assignor are responsible for compliance with USDA and the California Department of Education, Nutrition Services Division policies and regulations.
7. The Fee to be paid by Assignor directly to the Lead Agency/Assignee will be:
  - a) First year fee shall be 0.4% of current year USDA Foods estimated entitlement.
  - b) An Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement.
  - c) \$0.90 per case/unit of USDA Foods accepted and diverted for State Administrative Fee (Assignee collects via Co-Op Administrator and pays this fee to the State of California on behalf of the Member District.)
  - d) The Governing Council may levy special assessments to cover any unexpected expenses. These fee(s) shall be based on the individual member's annual entitlement and cannot exceed 0.1% of the member's entitlement.
  - e) All fees subject to change as approved by the Super Co-Op Governing Council.
8. Member Districts agree to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and any additional policies as maintained by the Governing Council.
9. This assignment will remain in force until such time as written notification has been given by the Assignor to the Assignee, USDA, and California Food Distribution Division of its termination. Termination requires notice to be given by December 10 of the year prior to June 30 separation date.
10. With respect to the Assignee's performance of work under this assignment, the Assignee shall indemnify, pay for the defense of, and hold harmless the Assignor and its officers, agents and employees of and from all liabilities, claims, debts or damages of any nature or sort that may arise out of the Assignee's negligent or willful acts and/or omissions under this assignment.
11. All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office as follows:

To the Assignee:

San Mateo-Foster City School District – Lead Agency for the Super Co-Op	
Contact Person	Andrew Soliz
Contact Title	Director of Child Nutrition Services
Street Address	1170 Chess Drive
City/State/Zip	San Mateo, California 94404
Telephone	(TEL) 650-312-1968
Email	asoliz@smfcsd.net

To the Assignor:

Assignor / Recipient Agency	
District Name	Anaheim Union High School District
Vendor Number	664300
Contact Name	Orlando Griego
Contact Title	Director – Food Services
Mailing Address	501 N. Crescent Way
City/State/Zip	Anaheim, CA 92803
Delivery Address	501 N. Crescent Way
City/State/Zip	Anaheim, CA 92803
Telephone	714-999-3560
Fax	714-999-5674
Email	griego_o@auhsd.us

To the California Department of Education:

California Department of Education Nutrition Services Division	
Contact Name	Marina Soto Direct Shipment and Private Cooperative Coordinator
Street Address	1430 N Street, Suite 4503
City/State/Zip	Sacramento, CA 95814-5901
Telephone	(TEL) 916-324-0577
Fax	(FAX) 916-327-4004
Email	msoto@cde.ca.gov

12. If this assignment is terminated for any reason by either party the Assignor will continue to receive their USDA Foods from the Assignee for the remainder of the school year in which the termination is made and for any food already ordered for the subsequent school year.  
  
Termination of this assignment shall not be effective until written notice is provided by Assignee pursuant to paragraph 10.
13. The Assignee shall maintain such general liability, property damage, workers' compensation, auto insurance, and any other insurance as is required to protect the Assignee's and the Assignor's interests regarding the USDA Foods.
14. The parties may amend this assignment in writing, by mutual consent.
15. This assignment shall only be effective upon approval in writing by the Assignee's and Assignor's respective Board of Directors or designee.



## SUPER Co-Op Governing Rules

### I. PURPOSE

The purpose of the SUPER Co-Op is to assist Member Districts with effective USDA Foods ordering and distribution and enable its members to attain the best possible prices for processed USDA Foods and their commercial equivalents as well as for USDA Foods distribution (brown boxes).

### II. MEMBERSHIP

1. All Member Districts must abide by the Governing Rules as presented.
2. Any California agency that is eligible to receive the USDA Foods may apply to become a member of the Co-Op.
  - a) The Super Co-Op Governing Council (Council) has the right to approve or disapprove of the membership's status of a co-op member.
  - b) If a USDA Foods distribution contract is in force and a new member is applying during this contract existence, its membership may require the contracted distributor's approval.
3. By signing the "Assignment of USDA Donated Food" (Appendix 1) the Agency agrees to be a member of the SUPER Co-Op and to abide by the SUPER Co-Op Governing Rules.
4. Every Member District is entitled to its "Fair Share" of all offered USDA Foods based on the previous year Total Lunches Served (TLS) and current minimum value of donated foods per lunch served as assigned by the State.
5. Member Districts can resign membership at the end of any program year with written notice received by the Lead Agency by December 10 of the preceding program year.
  - a) All USDA Foods Direct Delivery (brown box) product left in storage on June 30 shall be forfeited and offered to remaining Member Districts unless prior arrangements are made by June 1.
  - b) All unspent entitlement and processor balances on June 30 shall be forfeited.
6. It is the Member District's responsibility to inform its board of trustees about SUPER Co-Op business, including the status of any USDA Foods related bids and proposals.
7. It is every Member District's responsibility to actively manage its USDA Foods including distribution, processing, and inventories. Each Member District must maintain internet and e-mail access and is responsible to report changes to the Lead Agency and Administrator. Each Member District must use the Co-Op approved method of ordering commodities.
8. Each Member District must pay invoices from the Co-Op or an approved Co-Op agent within 30 days of the receipt of invoice.
  - a) A penalty of 5% may be assessed after 90 days if the invoice is not paid in full. An additional 2% can be assessed after 120 days.
  - b) Repeated late payments may result in cancellation of membership in the Co-Op.



9. Each Co-Op Member District is responsible to monitor their entitlement balance and other reports and announcements on the Co-Op web site.

### III. GOVERNANCE

1. All of the SUPER Co-Op business and organizational decisions shall be made by the SUPER Co-Op Governing Council (Council). The Council shall be comprised of one member per regional group plus a Lead Agency representative.
  - a) Regional Group membership will be approved by the Council.
  - b) Council members will be determined by members of each Regional Group.
  - c) Each Council member is entitled to one vote on each matter submitted for a vote of the members. A Council member may give another individual in its Regional Group its proxy for voting purposes if they are unavailable to vote.
  - d) The Lead Agency representative will only cast a vote in the event of a tie.
2. The Council shall meet a minimum of once a year or as needed. The Council's decisions shall be reached by a majority of present Council members if a quorum is met.
  - a) A Council quorum is met if 51% or more Council members are present.
  - b) Council members and Lead Agency shall be reimbursed for expenses incurred to attend Council meetings from the membership fee account.
3. A Member District will act as the Lead Agency for the SUPER Co-Op.
  - a) The Lead Agency is responsible for requesting all USDA Foods Direct Delivery and diversions to processors as well as for all the USDA Food inventories at the processors' storage facilities.
    - (1) As soon as a USDA Foods shipment is delivered to an approved distributor and is assigned to an eligible member, the USDA Food is inventoried as commercial product of the eligible member (single inventory). It is each Co-Op Member District's responsibility to manage its inventory to achieve maximum benefit.
  - b) The Lead Agency is responsible for issuing, evaluating, and approving all bid documents related to the Co-Op's business. All accepted proposals and/or bids must be approved by the Lead Agency's governing body.
    - (1) It is the Member District's responsibility to have the specific contract(s) approved by the member's Board of Trustees (or other governing body as appropriate) to meet the State and Federal procurement requirements using approved award criteria.
  - c) The Lead Agency shall, in addition to other responsibilities defined elsewhere in this document, inform Council members and Member Districts of pertinent Co-Op business transactions, plan and manage annual budget for membership fee fund, review and pay state administrative fee invoices, oversee the work of the Administrator, plan and convene regular Council meetings, work with show organizer to plan annual food shows, conduct annual Member District meetings, plan additional education sessions for Member Districts, and other duties as necessary to responsibly manage the business affairs of the Co-Op.
  - d) The Lead Agency shall be compensated \$40,000 annually. Funds for this expense shall be paid from the membership fee account.

4. Membership fees will be assessed to districts using the following schedule:
  - a) New districts start-up will be 0.4% of the current year entitlement. Annual renewal fee beginning the second year of membership and continuing thereafter of 0.3% of the current year USDA Foods entitlement as projected by the State on July 1.
  - b) The Regional Group Governing Council Member District shall pay one half (50%) of the customary membership fee assessed to all Co-Op Member Districts. The Lead Agency shall pay no membership fee.
  - c) The Membership fees will be collected and deposited in a unique account by the Lead Agency and used for expenses such as the cost of Council conference calls; legal fees related to the Co-Op; ACDA conference attendance by 3-4 Council members; other expenses approved by the Council.
    - (1) A minimum reserve of 15% shall be maintained in the membership fee account to ensure adequate cash flow to enable prompt payment of state administrative fees and other expenses.
  - d) Fees may be modified as needed with a vote of simple majority of the Council and a 30-day letter of notification to Member Districts.
  - e) The Council may from time to time ask all members for a special assessment to cover any unexpected expenses. These fee(s) shall be based on the individual member's annual entitlement and cannot exceed 0.1% of the member's entitlement. *(Example: If the member's entitlement is \$100,000 the fee for that year cannot be more than \$100).*
  - f) The governance of each Regional Group is the responsibility of its Member Districts.
5. The Council shall employ a third party Administrator to assist the Co-Op with offering the fair share of USDA Foods to each member; to track each individual Member District's entitlement and USDA Foods inventories; to collect State and other applicable fees. The Administrator's specific responsibilities and service fees shall be fully outlined in a signed contract between the Lead Agency and the Administrator. The Co-Op Administrator shall be appointed by the Council based on an official RFP issued on behalf of the Co-Op by the Lead Agency.

#### IV. ENTITLEMENT MANAGEMENT

1. USDA Foods entitlements are expected to be managed effectively and efficiently by Member Districts. Member Districts that do not utilize their funds promptly will have prorated remaining funds redistributed to Member Districts that can demonstrate the need and ability to utilize additional product. Member Districts will receive an email notice 15 days prior to the redistribution.
  - a) The Lead Agency and/or Administrator will reassign unused entitlement using the following schedule:
    - (1) January 31 – Member Districts with more than 60% remaining entitlement.
    - (2) March 30 – more than 30% remaining entitlement.
2. Proration will be computed at approximately 10% per month based on a ten month calendar from August to May. For example a Member District with a \$100,000 entitlement that uses \$40,000 by January 31 (6 months use from August to January) averaged \$6,667 per month. Assuming a ten month calendar, their projected total use to the end of the year is \$66,667 with \$33,333 excess. The excess will be removed from their entitlement and redistributed to

Member Districts that are using entitlement in excess of the 10% per month average, allocated by fair share.

3. Payment of State Administrative Fees for USDA Foods

- a) It is the responsibility of the Lead Agency to pay all State Administrative Fees for USDA Foods used by SUPER Co-Op members.
- b) The Administrator shall bill and collect State Administrative Fees from Member Districts on behalf of the Lead Agency at the current rate as issued by the State of California.
- c) USDA Foods (brown box) State Administrative Fees shall be billed at the time of receipt by the Distributor.
- d) Processed USDA Foods State Administrative Fees shall be billed on a quarterly basis.
  - (1) Member Districts shall be billed their fair share of the State Administrative Fees of USDA Foods sent to processors during the quarter, based on entitlement allocated to processing.
  - (2) DoD Fresh Produce and USDA Pilot Project for Procurement of Unprocessed Fruits and Vegetables State Administrative Fees shall be billed annually.

These governing rules can be amended at any time by a simple majority vote of all the members of the Council.

Original Adoption: June 9, 2006

Revised: November 21, 2014

Revised: June 23, 2016

Revised: November 29, 2017

**Revised: April 18, 2018**



**USDA Foods Direct Delivery (Brown Box) Storage Policy**  
 Approved by the Governing Council - July 1, 2018

Per Title 7, Code of Federal Regulations (CFR), Section 250.1(c)(1), USDA Foods Direct Delivery (aka “Brown Box”) inventory may not exceed an amount needed for a six-month period. To assist Member Districts in the management of direct delivery inventory, the following policies apply to Direct Delivery USDA Foods received and stored at the Super Co-Op USDA Foods Direct Delivery Distributor (Gold Star Foods):

**Direct Delivery Items with a Six Month Shelf-Life**

- It is the responsibility of the Member District to schedule delivery of product as soon as possible after receipt at the Super Co-Op USDA Foods Direct Delivery Distributor (Gold Star Foods).
- At 120 days (4 months), if the item has not been scheduled by the member district for delivery, inventory is moved into the Super Co-op General Account and offered to any Member District willing to take delivery of product in 30 days or less. The originating district pays state administrative fee and their entitlement is charged. The receiving district gets the product at no charge to their entitlement and pays delivery charges.
- At 150 days (5 months), if the item has not been scheduled by the member district for delivery, the inventory is donated to a local non-profit agency (Ex: foodbank). The originating district’s entitlement is charged for the item and they pay the state administrative fee.
- Six Month Shelf Life Items:

USDA Code	Description	Pack Size
100003	CHEESE CHED YEL SHRED BAG	6/5 LB
100017	CHEESE PROCESS LVS	6/5 LB
100018	CHEESE PROCESS YEL SLC LVS	6/5 LB
100019	CHEESE PROCESS WHT SLC LVS	6/5LB
100036	CHEESE BLEND AMER YEL SLC LVS	6/5 LB
100037	CHEESE BLEND AMER SKM WHT SLC LVS	6/5LB
110394	TORTILLAS WHOLE WHEAT FZN	12/24CT
100008	CHEESE CHED RED FAT YEL	4/10LB
100006	CHEESE CHED YEL CUTS	4/10 LB
100012	CHEESE CHED RF YEL SHRED BAG	6/5 LB
100011	CHEESE CHED RED FAT WHT SHRED	6/5LB
100500	RICE BROWN LONG PARBOILED PKG	24/2 LB
100499	RICE BROWN US#1 BAG	25 LB
101031	RICE BROWN LONG PARBOILED BAG	25 LB
110396	CHEESE STRING MOZZARELLA	360/1OZ
100012	CHEESE CHED RED FAT YEL SHRED	6/5LB

**All Other Direct Delivery Items**

- It is the responsibility of the Member District to schedule delivery of product as soon as possible after receipt at the Super Co-Op USDA Foods Direct Delivery Distributor (Gold Star Foods).

- At 10 months, if the item has not been scheduled by the member district for delivery, the inventory is moved to the Super Co-Op General Account and offered to any Member District willing to take delivery of the product within 30 days or less. The originating district pays state administrative fee and their entitlement is charged. The receiving district gets the product at no charge to their entitlement and pays delivery charges.
- Depending on the product expiration date, the inventory may be donated to a local non-profit agency (Ex: foodbank) just prior to expiration.

### Direct Delivery Management Reports

Direct Delivery Allocations – This report provides a list of all items allocated to Member Districts that have not yet been received at Gold Star Foods. Member Districts should use this report to plan future menus utilizing direct delivery USDA Foods. Access on your Super Co-Op Dashboard at <http://www.super-coop.org/>. Click on Log-In and enter your Username and Password.

USDA / Brown-Box Entitlement Remaining On-Request

USDA

0.00%

School Year 2017-2018 - USDA Summary

Commodity Type	Entitlement Allocated	Adjustments	Spent/ Shipped	Remaining Balance Allocated/On-Request	Percent
USDA	\$391,176.53	(\$963.00)	(\$391,176.53)	\$0.00	0.00%

Type	Value	Percent
<input type="checkbox"/> Adjustments	(\$963.00)	(0.25%)
<input type="checkbox"/> Spent / Shipped	(\$391,176.53)	(100.00%)
<input type="checkbox"/> Remaining Balance Allocated / On-Request	\$0.00	0.00%

USDA Live Inventory Report – This report provides a list of all Direct Delivery items currently in Member District’s inventory at Gold Star Foods. Access on the Gold Star Foods website at <http://www.goldstarfoods.com/>. Click on Order Online and enter your Username and Password. Under the Reports tab on the left, click on USDA Live Inventory.

Report: USDA Live Inventory  
Generated 08/12/2018 5:38 pm

Item No.	Item No.	Description	UOM	Qty on Hand	Qty on Order	Qty Avail.	Pack Size	Pack Qty	FMV	Net Weight	Item Category
120202	120202	BEANS PINTO CAN	EA	844	0	844	4#13	2	618.29	41.00	CA-0-000218
120203	120203	COFFEE BLEND MEDIUM CAN	EA	23	0	23	4#13	1	618.21	41.00	CA-0-000218
120214	120214	PEASHEES CAN DICED BULK CAN	EA	1895	0	1895	6#13	1	521.17	45.00	CA-0-000259
120216	120216	PEAS PARSIFLOR DICED FROZ. CAN	EA	13	0	13	16.44 OZ	16	543.34	33.40	FROZ-04
120216	120216	PEAS PARSIFLOR FROZ. CAN	EA	831	0	831	16.44 OZ	16	549.62	33.20	FROZ-04
120219	120219	PEAS DICED BULK CAN	EA	1,113	0	1,113	6#13	4	326.64	32.20	CA-0-000218
120216	120216	TOMATO SPREAD BULK CAN	EA	9	0	9	6#13	4	312.47	39.20	CA-0-000218
120214	120214	CONSERVE BLEND FROZEN	EA	733	0	733	10.5	13	174.50	32.00	FROZ-05
120215	120215	BEANS PINTO FROZEN	EA	283	0	283	10.5	1	137.24	32.00	FROZ-05

USDA Inventory by Lot Report – This report provides a list of all items currently in Member District’s inventory denoting the date of receipt and the date that Members will begin paying storage charges.

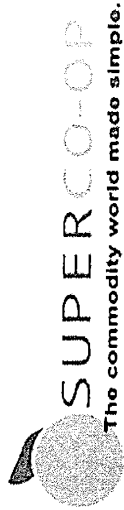
Access on the Gold Star Foods website at <http://www.goldstarfoods.com/>. Click on Order Online and enter your Username and Password. Under the Reports tab on the left, click on USDA Inventory by Lot.

**GOLD STAR FOODS** "This makes Dry Storage...we make it happen!"

**Report: USDA Inventory by Lot** Generated 09/12/2019 5:44 pm

Item #	Qty. Avail.	Description	Lot No.	Document No.	Exp. Date	Storage	Drain Date	UOM	Original Qty.	Remaining Qty.	Pack Size	Item Category	FMV	Est. Amount
00002	40000	BEANS Pinto CAN	04400201	P 10/17/2018	20/4/2018	20	170	20	500	0	500	044002000	510.20	42,210.00
00002	40000	BEANS Pinto CAN	04400201	P 10/17/2018	20/6/2018	20	30	30	500	0	500	044002000	510.20	30.60
00002	40000	BEANS Pinto CAN	04400202	P 10/17/2018	20/6/2018	20	117	117	500	0	500	044002000	510.20	59,543.60
00002	40000	BEANS Pinto CAN	04400202	P 10/17/2018	20/6/2018	20	117	117	500	0	500	044002000	510.20	59,543.60
00002	40000	BEANS Pinto CAN	04400203	P 10/17/2018	20/11/2018	20	147	147	500	0	500	044002000	510.20	75,979.80
00002	40000	BEANS Pinto CAN	04400203	P 10/17/2018	20/11/2018	20	147	147	500	0	500	044002000	510.20	75,979.80
00002	40000	BEANS Pinto CAN	04400204	P 10/17/2018	20/4/2018	20	288	288	500	0	500	044002000	510.20	147,937.60
00002	40000	BEANS Pinto CAN	04400204	P 10/17/2018	20/6/2018	20	288	288	500	0	500	044002000	510.20	147,937.60
00002	40000	BEANS Pinto CAN	04400205	P 10/17/2018	20/4/2018	20	14	14	500	0	500	044002000	510.20	30.60
00002	40000	BEANS Pinto CAN	04400205	P 10/17/2018	20/6/2018	20	14	14	500	0	500	044002000	510.20	30.60
00002	40000	BEANS Pinto CAN	04400206	P 10/17/2018	20/11/2018	20	14	14	500	0	500	044002000	510.20	30.60
00002	40000	BEANS Pinto CAN	04400206	P 10/17/2018	20/11/2018	20	14	14	500	0	500	044002000	510.20	30.60
00002	40000	BEANS Pinto CAN	04400207	P 10/17/2018	20/6/2018	20	3	3	500	0	500	044002000	510.20	153.06
00002	40000	BEANS Pinto CAN	04400207	P 10/17/2018	20/6/2018	20	3	3	500	0	500	044002000	510.20	153.06
00002	40000	BEANS Pinto CAN	04400208	P 10/17/2018	20/6/2018	20	110	110	500	0	500	044002000	510.20	56,122.00
00002	40000	BEANS Pinto CAN	04400208	P 10/17/2018	20/6/2018	20	110	110	500	0	500	044002000	510.20	56,122.00
00002	40000	BEANS Pinto CAN	04400209	P 10/17/2018	20/11/2018	20	232	232	500	0	500	044002000	510.20	119,366.40
00002	40000	BEANS Pinto CAN	04400209	P 10/17/2018	20/11/2018	20	232	232	500	0	500	044002000	510.20	119,366.40

## Super Co-Op 2018-19 Fee Structure



Please remit all fees promptly when billed.

Type	Billing Agency	Amount	Frequency	Notes
Membership Fee	Santa Clarita Valley School Food Service Agency (Co-Op Lead Agency)	0.4% of Entitlement	First membership year	
		0.3% of Entitlement	Subsequent membership years.	
			Bill sent to Member Districts July 1 annually.	
State Administrative Fees	Administrator (Gold Star Foods)	Brown box \$ .90/case	On receipt at Distributor	Administrator forwards state fees to Lead Agency for remittance to state.
		Processed \$ .90/case	Quarterly based on % of entitlement designated for processing	
		DOD Produce \$ .10/case	Annually @ end of year	
		\$1.74/case		
Delivery, direct delivery (brown box)	Distributor (Gold Star Foods)	single drop @ district \$1.48/case pick-up Additional charge (\$0.77) for multiple site delivery	On receipt at Member District	Notice of arrival on distributor (Gold Star Foods) website. Minimum 25 case delivery per site.
Delivery, processed	Distributor as selected by Member District Processor direct	Varies by distributor	As ordered by Member District	
Delivery, DOD Produce	Distributor	Varies by processor Varies by distributor	As ordered by Member District As ordered by Member District	
Storage, brown box	Distributor (Gold Star Foods)	\$0.61/case/month after first 30 days following delivery to Gold Star Foods	As ordered by Member District	\$10 minimum/month per lot

Subject to change for SY2019-20



## FOOD SERVICE SAFETY AND SANITATION PROGRAM SERVICE AGREEMENT

### Overview

This agreement is made between Food Safety Systems ("FSS") and Anaheim Union High School District ("School District"), effective as of July 1, 2019. Under this agreement, FSS will provide School District with a complete and sustainable food safety and sanitation system, inclusive of oversight, safety and sanitation training, education, and inventory control as detailed in **Schedule A**.

Schedule A includes trade secrets of FSS, which derive independent economic value from not being generally known to the public or by FSS competitors, and are the subject of reasonable efforts to maintain their secrecy. Therefore, School District will not, except as required in the conduct of School District's business or as required under California State or other laws, use, publish or disclose any of FSS's trade secrets (e.g., Schedule A) until at least such time that the information are no longer trade secrets. If School District discloses any of FSS's trade secrets, School District will notify FSS of such disclosure or use.

### Term and Termination

This is a two year agreement, and may be extended for up to three (3) additional one-year terms at the discretion and consensus of both parties. The pricing submitted for the SY19-20 will remain fixed until June 30, 2020. Pricing agreed to for each renewal will remain fixed throughout each annual agreement period ending June 30. FSS may petition a price increase annually for each renewal period. The School District reserves the right to accept or reject any price increase, and terminate the agreement, without penalty.

The term of this agreement is one year, unless terminated by either party for any reason with thirty (30) days advanced written notice. All materials, dispensers, accessories and instructional charts that are provided as part of this program remain the property of Food Safety Systems and may be removed if, and when, the program is cancelled.

### Services

FSS will visit each of the schools listed in **Schedule B** during each service visit cycle unless otherwise specified here. There will be a total of eight (8) service visit cycles during each full school year.

School District will pay a total agreement cost of \$75,600.00 for this school year, which will be divided into installment payments of \$9,610.00, to be paid upon being invoiced after the completion of each of the service visit cycles. If the term of this agreement includes a partial school year, the district will only be invoiced for the service visit cycles completed. Schedule B may be modified to add additional schools, which in turn may affect total agreement cost.

### Billing and Remittance

All billing will be from FSS unless otherwise notified. Remittance should be made payable to:

Food Safety Systems  
5405 Alton Parkway, Suite 5A-539  
Irvine, CA 92604

### Accepted By:

#### **Anaheim Union High School District**

Name Jennifer Root, Ed.D. Title Assistant Superintendent, Business

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **FSS**

\_\_\_\_\_  
Stacy Sagowitz, President Date \_\_\_\_\_

YOUR TRUSTED RESOURCE. MAKING COMPLIANCE SIMPLE.

5405 Alton Pkwy, Suite 5A-539, Irvine, CA 92604 ♦ P: (949) 725-9114 ♦ [www.foodsafetysystemsca.com](http://www.foodsafetysystemsca.com)





## SCHEDULE A

### SCOPE OF SERVICES

All services, materials, and consultation are included in the total cost provided under the Food Safety and Sanitation Service Agreement, offering complete budget control and predictability to School District. Food Safety Systems (FSS) will prepare a Service Schedule with objectives and timelines; and provide education, training, materials, services and reports as follows.

#### a) Education

- a) FSS's food safety and sanitation education program includes district in-service education, site-based education, and educational materials for the Participating Schools. The goal of the FSS education program is to provide education for managers and employees of the School District, and standardize sanitation and safety procedures in each Participating School's kitchen facility.
- b) Education training modules will be provided during each service cycle at each of the Participating Schools. Each educational training module complies with mandated USDA Professional Standards as well as for School Nutrition Association (SNA) Certification Programs.
  - i) The modules will indicate the appropriate USDA Professional Standards Key Area Section designation and the Learning Topic code.
  - ii) A minimum of 4 hours of training will be offered annually, and will include an ongoing curriculum of sanitation, safety and workplace topics.
- c) As required by California State Mandate, CalCode Article 2, Sections 113947 and 113947.1-3. FSS will offer N.R.A. (National Restaurant Association) ServSafe® training to School District employees at an additional cost of \$100.00 per employee.
  - i) FSS can offer additional courses for eligible employees at an additional cost, if requested by the School District.
  - ii) The education provided through ServSafe® courses will complement the services provided by FSS, and fulfill 10-hours of Sanitation and Safety training required by Food Service Directors and Persons in Charge (PIC) per CalCode
  - iii) Testing materials will be in addition to the total cost under the Food Safety and Sanitation Service Agreement

#### b) Materials

- a) Sufficient cleaning products and OSHA approved dispensing systems will be inventoried and replenished as needed at each Participating School by the Service Technician during each site visit
  - i) Concentrated liquid detergents include Pot and Pan Detergent, All Purpose Cleaner, Degreaser, Oven Cleaner
    - (1) Package labeling will exhibit clear dilution and use directions in English and Spanish
    - (2) These detergents are *Green Seal Certified*\*
  - ii) Concentrated Quaternary Ammonia Sanitizer will be provided for required sanitizing of equipment and warewashing per CalCode



*\*Green Seal offers third-party certification based on leadership sustainability standards that help protect the natural world and human health. Green Seal has been identifying and promoting sustainability to industries, purchasers and consumers and helping organizations be greener in real and effective ways since 1989.*

YOUR TRUSTED RESOURCE. MAKING COMPLIANCE SIMPLE.

5405 Alton Pkwy, Suite 5A-539, Irvine, CA 92604 \* P: (949) 725-9114 \* [www.foodsafetysystemsca.com](http://www.foodsafetysystemsca.com)



- b) SDS, posters, binders, procedure guides, and ancillary items (e.g., pac cutters, sanitizer test strips) will be provided and replenished as needed at each Participating School.
- c) Each of the Participating Schools is granted a non-exclusive license to use the program and the program materials. FSS will take steps to safeguard use of the program content by entities operating without an agreement from FSS or a related entity.

c) Service

- a) FSS certified service technicians will visit each of the Participating schools eight (8) times per full school year in accordance with the Service Schedule. FSS service technicians are certified in the administration, instruction and recognition of HACCP program integrity and verification. Per Section 111 of the 2004 USDA Reauthorization Act, School Food Authorities (SFAs) are required to implement and maintain a food safety program based on Hazard Analysis and Critical Control Point (HACCP) principles.
- b) FSS service technicians will survey and audit, of each Participating School's kitchen, and provide immediate corrective action, staff training, action documentation, and supervisor notifications for follow ups. The survey and audit is intended to measure due-diligence and verify system execution and staff motivation
- c) The audit will include a review of the School District's specific HACCP guidelines at each Participating school
- d) The audit will follow site inspection protocol as offered by State and County regulatory authorities

d) Reports / Review

- a) FSS will provide documentation of the education received for School District due diligence files.
- b) All materials required for OSHA compliance will be placed in and kept current in each of the Participating Schools.
- c) After completion of each survey and audit, FSS will generate:
  - i) A Post Site Visit report documenting only areas requiring immediate attention by the School District will be sent within 48 hours of completing the service cycle, including critical violations, areas at risk and maintenance and repair requirements
  - ii) A complete electronic service report that documents program compliance and areas where further management action is required will be sent within 7 working days of completing the service cycle. These reports can serve as critical due-diligence confirmation, and provide the School District with an electronic record of program compliance.
- d) After each full school year, FSS's general manager will meet with district administrators to review the year's accomplishments and make recommendations for program improvement.



SCHEDULE B

ANAHEIM UNION HIGH & CITY SCHOOL DISTRICT  
PARTICIPATING SITES SY 19-20

	Elementary Schools	Middle Schools	High Schools	Central Kitchens Warehouse
1	Barton	Ball JHS	Anaheim HS	Central Production
2	Edison	Brookhurst JHS	Cypress HS	
3	Franklin	Dale JHS	Gilbert School	
4	Gauer	Lexington JHS	Hope School	
5	Guinn	OrangeView JHS	Katella HS	
6	Henry	South JHS	Kennedy HS	
7	Jefferson	Sycamore JHS	Loara HS	
8	Juarez	Walker JHS	Magnolia HS	
9	Lincoln		Oxford Academy	
10	Loara		Savanna HS	
11	Madison		Western HS	
12	Mann			
13	Marshall			
14	Olive			
15	Orange Grove			
16	Ponderosa			
17	Price			
18	Revere			
19	Roosevelt			
20	Ross - North			
21	Ross - South			
22	Stoddard			
23	Sunkist			
24	Westmont			

EXHIBIT M

Main: (800) 838-4856

Email: [linsey@healthepro.com](mailto:linsey@healthepro.com)

Web: <http://healthepro.com>



We have prepared a quote for you

**Anaheim UHSD - Production Single Site 3 year  
agreement**

QUOTE #003559 V1

PREPARED FOR

**Anaheim UHSD**

PREPARED BY

**Linsey LaPlant, MS, RDN**

BOT-1

Main: (800) 838-4866  
Email: [linsey@healthepro.com](mailto:linsey@healthepro.com)  
Web: <http://healthepro.com>



Monday, May 20, 2019

Anaheim UHSD  
Tiffanie Bas  
501 N Crescent Way  
Anaheim, CA 92801  
[bas\\_t@auhsd.us](mailto:bas_t@auhsd.us)

Dear Tiffanie,

It is my pleasure to submit this proposal for your consideration. Our company has been creating innovative solutions for school foodservice for more than 13 years. We believe our Health-e Pro Suite of menu planning, publishing and mobile app solutions will not only meet, but exceed your expectations. We are confident that in addition to meeting your objectives, use of our products can also save you significant time and money. We know you will find our products fast, feature-rich and easy to use.

I with am able to reduce to a single Production License with a 3 year agreement and price locked option to renew in years 4 and 5.

**Save Time.** Save over 50% of your menu planning time.

**Save Money.** Save thousands annually in printing costs alone.

**Stay Compliant.** Join our other users that experience flawless Administrative Reviews.

Thank you for your consideration of Health-e Pro products. If I can answer any questions for you, please feel free to contact me.

Kind regards,

A handwritten signature in cursive script that reads "Linsey LaPlant".

Linsey LaPlant, MS, RDN  
Sales Manager  
Health-e Pro

BOT-2

## Executive Summary

Health-e Meal Planner Pro proposes to provide a comprehensive Menu Planning solution for your company. Our comprehensive solution will allow you to plan compliant menus, produce fully integrated, digital production records, publish menus instantly and seamlessly to the public and market your nutrition program easily and effectively.

### Health-e Meal Planner Pro Product Family

Our product line encapsulates the total functionality required to create and analyze school menus for USDA compliance. Some or all of our product family, Health-e Living, My School Menus Mobile App and ServiceConnect for SMART Temps and Digital Menus, are value-added options that are important and available components of the overall Health-e Meal Planner Pro solution.

### Health-e Meal Planner Pro Professional Services

Our software will be a key component of your menu planning success, and we can also apply the expertise of our consultants and designers to coordinate the full implementation of our system to the extent that you call on us to do so. While these services are not fixed in nature from any perspective, we feel our recommendation comprises the services best suited to your company.

### Integrations

Health-e Meal Planner Pro integrates to other systems that utilize your menu data, such as SMART Temps and several digital menu board solutions. Information and automation available to you through such integrations is expanding, and Health-e Meal Planner Pro will keep you connected now and in the future.

### Deployment

Health-e Meal Planner Pro is a cloud-based platform utilizing modern technology to create a reliable, scalable, nationwide application. This facilitates an easy implementation and secure, high-availability seamless infrastructure for your company. All you need is a reliable, business-class Internet connection and a current browser.


### Long Term Assurance and a Road Map of Innovation

Health-e Meal Planner Pro will continue to serve the needs of your company with a knowledgeable support team that includes experienced directors, trainers and state reviewers. Health-e Meal Planner Pro will be an invaluable long-term partner for your company.

Main: (800) 938-4856  
 Email: linsey@healthepro.com  
 Web: http://healthepro.com



Simple. Innovative. Menu Planning.

Qty	Your Health-e Meal Planner Licensing		Per User	Annual
1	<b>Health-e Meal Planner Administrative License (Deluxe)</b> A Health-e Meal Planner Pro license is needed for all members of your menu planning team or any other team member that wishes to access Health-e Meal Planner Pro.		\$5,980.00	\$5,980.00
5	<b>Administrative Login (included)</b>		\$0.00	Included
1	<b>Additional Administrative Login</b>		\$395.00	\$395.00
1	<b>School Site License</b>		\$95.00	\$95.00
1	<b>Production Module</b>		\$0.00	Included
1	<b>Purchasing Module</b>		\$0.00	Included
Subtotal:				<b>\$6,470.00</b>

BOT-4

Main: (800) 838-4856  
 Email: linsey@healthepro.com  
 Web: http://healthepro.com



## Anaheim UHSD - Production Single Site 3 year agreement

**Quote Information:**

Quote #: 003559  
 Version: 1  
 Delivered: 05/20/2019  
 Expires: 05/31/2019

**Prepared for:**

Anaheim UHSD  
 501 N Crescent Way  
 Anaheim, CA 92801  
 Tiffanie Bas  
 bas\_t@auhsd.us  
 (714) 420-0594

**Prepared by:**



Health-e Pro  
 Linsey LaPlant, MS, RDN  
 800.838.4856 x105  
 Fax  
 linsey@healthepro.com

Quote Summary		Amount
Your Health-e Meal Planner Licensing		\$6,470.00
<b>Total</b>		<b>\$6,470.00</b>

Payment Options	Periods	Payments	Amount
<b>Annual Term Information</b>			
First Year Total	One-Time	1	\$6,470.00
Renewal	Annual	1	\$6,470.00
<b>Total of One-Time Payments</b>			<b>\$6,470.00</b>

Taxes may apply. We reserve the right to cancel orders arising from pricing or other errors. Terms are Net 30.

Additional Terms. This supersedes the 12 month term defined in section 5.1 of our standard Terms of Service:

This agreement is for 36 months and consists of the initial year with agreement to renew for two consecutive years without option to cancel during this period. The subscriptions will be billed annually. The subscription then automatically renews in successive years unless Health-e pro is notified of intent to cancel at least 30 days in advance of renewal date. Contract date will begin on the 1st day of the month following the date of signature with subsequent renewals falling on that same date annually. Renewal invoice will be sent approximately 45 days prior to renewal date. Renewal payment must be received prior to the renewal date each year. A 1.5% /month late fee will apply to payments received after the due date. Access will be suspended for unpaid accounts 30 days after renewal date unless other arrangements have been made. A reconnection fee of \$500 will be assessed once suspended and must be paid prior to reconnection.

Your electronic signature constitutes your agreement to these terms.

Signature \_\_\_\_\_  
 Jennifer Root, Ed.D., Assistant Superintendent, Business

Date \_\_\_\_\_



## SaaS License Agreement

### Software as a Service Agreement

By logging into this website, the User acknowledges that they have read and agree to the following terms of service between the User and Water Walkers Inc, a California corporation ("Water Walkers"), whose mailing and billing address is PO Box 124, Anacortes, WA 98221

WARNING: THE DATA CONTAINED WITHIN THE SERVICES CANNOT BE USED FOR AND DOES NOT PROVIDE MENU PLANNING OR MEDICAL TREATMENT FOR ANYONE WITH A MEDICAL CONDITION, DIETARY RESTRICTION OR FOOD ALLERGY. USE OF THE SERVICES TO PROVIDE MENU PLANNING OR MEDICAL TREATMENT FOR ANYONE WITH A MEDICAL CONDITION, DIETARY RESTRICTION OR FOOD ALLERGY IS A VIOLATION OF THE TERMS OF THIS AGREEMENT. ANY SUBSCRIBER PLANNING FOR OR TREATING MEDICAL CONDITIONS, DIETARY RESTRICTIONS OR A FOOD ALLERGY MUST CONSULT A MEDICAL PROFESSIONAL FOR ASSISTANCE.

#### 1.0 General Terms and Conditions.

1.1 Rights Granted to Subscriber. Subject to the terms of this Agreement, Water Walkers hereby grants to Subscriber a non-sublicensable, non-transferable, non-exclusive subscription to access and use the Services, as hereinafter defined, solely for the limited purposes set forth in the Agreement.

#### 1.2 Definitions. As used in this Agreement:

- a. "Allergen Feature" means the tool included in the Services for identifying the list of allergens in the Food Allergen Labeling and Consumer Protection Act of 2004 ("FALCPA").
- b. "Data" or "Subscriber Data" means any electronic data or information contained in any database, template, or other similar document submitted by Subscriber through the Services.
- c. "Fees" means the fees paid by Subscriber in exchange for access to the Services as set forth on the Proposal.
- d. The "Proposal" means the proposal submitted by Water Walkers and accepted by Subscriber, a copy of which is attached as Exhibit A and incorporated into this Agreement.
- e. The "Services" means the menu planning tool provided by Water Walkers to Subscriber, as more particularly described in the Proposal, known as Health-e Meal Planner Pro.
- f. The "System" means the technology, including hardware and software, used by Water Walkers to provide the Services to Subscriber in accordance with this Agreement.
- g. "Subscription Administrator" means the individual assigned by Subscriber having responsibility for all administrative and billing matters relating to Subscriber's use of the Services, as identified during the purchase and subscription process.
- h. "Term" shall commence as of the start date of access to the Services and shall continue until access has been terminated.
- i. "User ID" means the unique identifying name and password assigned to each user to gain access to the Services.

#### 2.0 The Services.

2.1 Subscription. Water Walkers shall make available to Subscriber the Services as more specifically set forth on the Proposal. The terms and conditions of this Agreement, and the terms and conditions of any addendum to this Agreement, shall govern Subscriber's use of any new feature(s) or services that augment or enhance the current Services, including the release of any new services or upgrades to existing Services.

2.2 Service Levels. Subject to the terms of this Agreement, Water Walkers shall use commercially reasonable efforts to:

- a. Maintain the security of the Services, as set forth in Section 2.4 of this Agreement;
- b. Provide regular backups of Subscriber's Data; and

BOT-6

- c. Make the Services generally available 24 hours a day, 7 days a week, 365 days a year, except for:
  - 1. Downtime for maintenance with regard to which Water Walkers will use reasonable efforts to notify Subscriber in advance; and
  - 2. Downtime caused by circumstances beyond Water Walkers' reasonable control, including but not limited to acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems, telecommunications or network failures or delays, computer failures involving hardware or software not within Water Walkers' possession or reasonable control, and acts of vandalism.
- d. Subscriber is solely responsible for providing, at its own expense, all network access to the Services, including, but not limited to, acquiring, installing, and maintaining all telecommunications equipment, hardware, software, and other equipment as may be necessary to connect to, access, and use the Services.

2.3 Support. Support services provided by Water Walkers in connection with the Services under this Agreement shall only be to the registered users with assigned logins and shall include telephone, web, and e-mail support during Water Walkers' normal business hours (8:00 a.m. to 5:00 p.m. Pacific Time Zone; Monday through Friday). Support for software issues is generally within one (1) business day. Email support request responses are within the next business day. Water Walkers reserves the right to modify the support services in its reasonable discretion from time to time with notice to Subscriber.

2.4 Security. Water Walkers has implemented Security Measures (as hereinafter defined) and maintains the Services at reputable third-party Internet service providers and hosting facilities. "Security Measures" means commercially reasonable technical, physical, and procedural controls to protect Subscriber's Data against destruction, loss, alteration, unauthorized disclosure to third parties, whether by accident or otherwise. Water Walkers allows security access to its approved list of authorized and authenticated personnel. However, Subscriber acknowledges and agrees that, notwithstanding the Security Measures, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Subscriber Data. Accordingly, Water Walkers cannot and does not guarantee the privacy, security, or authenticity of any information so transmitted over or stored in any system connected to the Internet.

### 3.0 Subscriber's Use of the Services.

3.1 Subscriber Access. The Subscription Administrator will be provided User ID(s) and password(s) for access to the Services. Subscriber shall be responsible for ensuring the administration, security, and confidentiality of its User ID(s). The only persons who shall be authorized to access the Services shall be Subscriber's employees. Subscriber shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and shall notify Water Walkers promptly of any such unauthorized use or suspected unauthorized use. Water Walkers reserves the right to log off Subscriber if it is inactive for an extended period of time.

3.2 Restrictions on Subscriber Data. Subscriber is solely responsible for Subscriber's Data and shall not provide, post, or transmit any Subscriber Data or any other information, data, or material that in any way infringes or violates any intellectual privacy rights, general privacy rights, laws, or regulations. Water Walkers reserves the right to take remedial action if Subscriber Data violates this provision; however, Water Walkers is under no obligation to review Subscriber Data for violation of this provision.

3.3 Use Restrictions. Subscriber is responsible for all activities that occur under the Subscriber's accounts. Subscriber shall not, and shall not attempt to:

- a. Knowingly interfere with or disrupt the integrity, operation or performance of the Services, the data contained therein, or the Water Walkers System;
- b. Allow a third party to access the Services or transfer to a third party any of Subscriber's rights under this Agreement, except as otherwise provided in this Agreement, or otherwise use the Services for the benefit of a third party;
- c. Copy, modify or make derivative works based on any part of the Water Walkers System;
- d. Reverse engineer, disassemble, or decompile any component of the System;

- e. Remove or obscure any proprietary notices such as copyright, trademark, and patent designations;
- f. Use the Services in any manner that exceeds the scope of use permitted herein;
- g. Use the Services in any way for spamming or to transmit chain letters, junk e-mail, bulk communications, or for providing any information or applications in a commercial for-profit business environment. Water Walkers reserves the right to block, filter, or delete any such unsolicited communications, without any liability to Subscriber or any other person;
- h. Use any Water Walkers domain name as a pseudonymous return e-mail address for any communications that Subscriber transmits from another location or through another service;
- i. *Upload, post, or otherwise transmit any content that Subscriber does not have a right to transmit to the public under any law or under contractual or fiduciary relationships;*
- j. Upload, post, or otherwise transmit any material that is inappropriate or contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; or
- k. Intentionally or unintentionally violate any applicable local, state, or federal law or regulation.
- l. Permit shared use of any login by a person other than the registered user of that login.

Water Walkers reserves the right to terminate this Agreement and to discontinue Subscriber's access to the Services immediately upon Water Walkers' determination that Subscriber has engaged in any of the foregoing activities set forth in this Subsection 3.3 without liability to Subscriber. Subscriber's engagement in any of the activities set forth in Subsection 3.3 shall be deemed an incurable breach of this Agreement.

3.4 Limitations. The Services cannot be used to treat medical conditions, dietary restrictions or allergies. Subscriber may use the Services only within the District or Subscriber's business. The Services may not be used to provide menu planning information or solutions to third parties. The Services may not be reproduced, transmitted or distributed by Subscriber without the prior written consent of Water Walkers.

3.5 Retention of Subscriber's Data. Subscriber will retain access to its Data after expiration or termination of this Agreement for a period not to exceed four (4) years; however after expiration or termination of this Agreement, Subscriber's Data will be read-only and will not be subject to updates or specification changes that may occur after such expiration or termination.

4.0 Fees, Payment, and Suspension of Service. As consideration for the subscription to the Services provided by Water Walkers under this Agreement, Subscriber shall pay Water Walkers the Fees set forth in the Proposal. All Fees will be billed on an annual basis and are due within thirty (30) days of the date of the invoice, unless stated otherwise in the Proposal. Water Walkers reserves the right (in addition to any other rights or remedies Water Walkers may have) to discontinue the Services and suspend all User IDs and Subscriber's access to the Services if any Fees set forth in the Proposal are more than thirty (30) days overdue, until such amounts are paid in full.

5.0 Term and Termination.

5.1 Term. Unless otherwise specified in a multi-year purchase contract, the Term of this Agreement shall be for a period of twelve (12) months. Thereafter, this Agreement will automatically renew for successive twelve (12)-month Terms, unless one of the parties gives written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. Water Walkers reserves the right to increase the Fees applicable to any renewal Term upon thirty (30) days' written notice to Subscriber prior to renewal. If Subscriber does not object in writing to the Fees, as increased, at least ten (10) days prior to the commencement of the renewal Term, or does not give written notice of non-renewal at least thirty (30) days prior to the commencement of the renewal Term, this Agreement shall renew, and the Fees, as increased, shall apply to the renewal Term.

5.2 Early Termination. Except as otherwise provided in Section 3.3 and this Section 5.2 of this Agreement, Water Walkers may terminate this Agreement prior to the expiration of the Term upon written notice if Subscriber materially breaches the Agreement and does not cure such breach (if curable) within thirty (30) days after written notice of such breach. Any

BOT-8

termination of Subscriber's access to the Services due to the incurable breach of any provision of this Agreement, or Subscriber's misappropriation, infringement or other violation of a third party's intellectual property rights, may be effected, in Water Walkers' sole discretion, without prior notice, and Water Walkers may immediately deactivate or delete Subscriber's Services account. Subscriber acknowledges that any Fees paid shall not be refunded upon early termination of this Agreement.

#### 6.0 Confidential Information.

6.1 Acknowledgments regarding Information. Subscriber acknowledges that Subscriber shall obtain direct access via Water Walkers' website to certain Water Walkers confidential information, including but not limited to any and all password or controlled access information provided by Water Walkers, product documentation, and Water Walkers databases containing confidential information of Water Walkers and its licensors. Subscriber may use the Information obtained from Water Walkers' website, or by any other means of disclosure, solely for the use of the Services as set forth in this Agreement to the full extent of applicable law.

#### 7.0 Ownership and Intellectual Property Rights.

7.1 Water Walkers System and Technology. Subscriber acknowledges that (a) Water Walkers retains all right, title and interest in and to (i) the System, (ii) all software, materials, formats, interfaces, information, data, content and Water Walkers proprietary information and technology used by Water Walkers or provided to Subscriber in connection with the Services, and (iii) all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or learned as a result of Subscriber's use of the Services (collectively, the "Water Walkers Technology"), and (b) the Water Walkers Technology is protected by intellectual property rights owned by or licensed to Water Walkers. Except with respect to the subscription to access and use the Services for the limited purposes as set forth in this Agreement, no license or other rights in the Water Walkers Technology are granted to Subscriber, and all such rights are hereby expressly reserved by Water Walkers.

7.2 Subscriber Data; Global Database and Manufacturer Marketplace. Except as hereinafter set forth, Subscriber retains all right, title and interest in and to the Subscriber Data. Subscriber grants to Water Walkers all necessary licenses in and to such Subscriber Data as necessary for Water Walkers to provide the Services to Subscriber or as required by law. Subscriber shall be solely responsible for providing all Subscriber Data required for the proper operation of the Services for Subscriber. In addition to the foregoing, Subscriber acknowledges and agrees that Subscriber Data may be added to Water Walkers' Global Database and Manufacturer Marketplace, as described in the Proposal, to be made available to other subscribers of Water Walkers, and Subscriber grants Water Walkers and Water Walkers' other subscribers a non-exclusive, royalty-free, perpetual license to view, use, display, and modify the content of Subscriber's Data that is added to the Global Database and Manufacturer Marketplace.

7.3 Trademarks. "Water Walkers Trademarks" means all names, marks, brands, logos, designs, trade dress, and other designations Water Walkers uses in connection with the Services, software, data, or information, including without limitation, the marks "Water Walkers," "Health-e," Health Living, the Health-e Meal Planner Pro or Health Meal Planner Mobile App logo. Subscriber may not use or co-brand Subscriber's applications, products, or material associated with Subscriber's applications or services with any Water Walkers Trademarks. Subscriber shall not incorporate any Water Walkers Trademarks into Subscriber's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

#### 8.0 Notices; Modification of Functionality of Services.

8.1 Notices. Water Walkers may send notices to Subscriber via e-mail, regular mail and/or through Health-e Meal Planner landing page.. Notices sent by regular mail shall be deemed given upon three (3) business days following deposit in the U.S. Mail. Notices sent by email shall be deemed given upon transmission and notices posted on Health-e Meal Planner landing page shall be deemed given upon posting. Any electronic communication by Water Walkers shall satisfy any legal requirement that such communication be in writing.

8.2 Modification of Functionality of the Services. Water Walkers reserves the right to modify the functionality and features of  
BOT-9

the Services or Water Walkers' website at any time.

8.3 Additional Services. In the event Subscriber desires to add Services not listed in the Proposal after the commencement of this Agreement, Subscriber shall do so by requesting a new Proposal and shall pay any additional fees, as specified by Water Walkers. Water Walkers shall issue an addendum to this Agreement, including the new Service(s), and mark it as Exhibit B. Any further addenda issued by mutual agreement, if any, shall be thereafter marked using successive alphabetic letters. Pursuant to Section 2.1 of this Agreement, this Agreement and any addendum shall govern Subscriber's use of any new feature(s) or Services that augment or enhance the current Services, including the release of any new Services or upgrades to existing Services.

#### 9.0 Disclaimer of Warranties.

9.1 General Disclaimers. SUBSCRIBER'S USE OF THE SERVICES IS AT SUBSCRIBER'S SOLE RISK. THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. WATER WALKERS DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WATER WALKERS MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTIES AS TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY OF THE SERVICES OR CONTENT CONTAINED ON WATER WALKERS' WEBSITE. WATER WALKERS MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTIES THAT (a) THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS; (b) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, EXCEPT FOR THE REPRESENTATIONS PROVIDED IN SECTION 2.4, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY SERVICES, DATA OR INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SUBSCRIBER THROUGH THE SERVICES WILL MEET SUBSCRIBER'S EXPECTATIONS; OR (e) ANY ERRORS IN THE SERVICES, SOFTWARE, DATA, OR INFORMATION WILL BE CORRECTED. ANY SOFTWARE, DATA, OR INFORMATION DELIVERED PURSUANT TO THIS AGREEMENT OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT SUBSCRIBER'S OWN DISCRETION AND RISK AND SUBSCRIBER IS RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR LOSS OF DATA, INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM COMPUTER VIRUSES OR OTHER MALICIOUS COMPUTER CODE. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (a) THE INTERNET IS NOT A SECURE INFRASTRUCTURE; (b) WATER WALKERS DOES NOT HAVE CONTROL OVER THE INTERNET; AND (c) WATER WALKERS IS NOT LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY SUBSCRIBER FROM WATER WALKERS OR THROUGH OR FROM THE SERVICES WILL CREATE ANY REPRESENTATION, WARRANTY, CONDITION, OR GUARANTY NOT EXPRESSLY STATED IN THE TERMS OF THIS AGREEMENT.

9.2 Allergen Limitations and Disclaimers. Water Walkers DOES NOT identify any allergens. Water Walkers disclaims any responsibility for the accuracy of the independently compiled nutritional databases upon which the Services are formulated or the identification of the FALCPA Allergens. The effectiveness of the Allergen Feature in identifying the presence of Food Allergen Labeling and Consumer Protection Act ("FALCPA") Allergens in food which Subscriber plans to serve is limited by many factors, including without limitation, the following:

- a. The list of allergens is not inclusive and is limited to the eight (8) FALCPA Allergens.
- b. The Allergen Feature does not identify food sensitivities, intolerances to foods or dietary restrictions followed for medical conditions of anyone served food by Subscriber.
- c. Identification of the FALCPA Allergens is dependent on the manufacturer of each product or ingredient in a menu or recipe correctly identifying the attributes of the ingredients in their product or ingredient.

BOT-10

- d. The products or ingredients in a planned menu having been altered by: (i) substitutions, (ii) alterations, (iii) change in supplier, (iv) mislabeling by manufacturer, or (v) failure of Subscriber to update its database.
- e. Insufficient information to plan around or accommodate medical conditions or special diets, including but not limited to adverse reactions to any of the FALCPA Allergens or any known or unknown allergen or food sensitivity.
- f. Subscriber use of a recipe in the Global Database from another subscriber of the Services that did not identify all the potential allergens.
- g. Use of the Allergen Feature by unauthorized employees of Subscriber who are not educated or trained to identify the FALCPA Allergens in a recipe and properly enter that information in the Allergen Feature.
- h. The specific allergies or food sensitivities of any individual served by Subscriber.
- i. Subscriber: (i) failing to identify a FALCPA Allergen, (ii) mistakenly identifying a FALCPA Allergen, (iii) improperly entering the data in the Allergen Feature, (iv) failing to review every recipe in Subscriber's Database, or (v) incorrectly indicating in the Allergen Feature whether any FALCPA Allergens are present in each ingredient in each recipe.

10.0 Limitation of Liability. THE LIABILITY OF WATER WALKERS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, CONTRIBUTING TO, OR DELIVERING THE SERVICES FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNT OF THE FEES. IN NO EVENT SHALL WATER WALKERS BE LIABLE TO SUBSCRIBER OR ANYONE ELSE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCURRED BY SUBSCRIBER OR ANY OTHER PERSON OR ORGANIZATION INCLUDING, WITHOUT LIMITATION, DAMAGES FOR DELAY, INCREASED EXPENDITURES, INCREASED OPERATING COSTS, LOSS OF REVENUES, PROFITS, DATA, GOODWILL, OR USE, EVEN IF WATER WALKERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES AND THE DISCLAIMERS AND LIMITATIONS IN THIS AGREEMENT MAY NOT APPLY TO SUBSCRIBER IN SUCH A JURISDICTION. SUBSCRIBER HAS RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF ANY OF ITS OWN DATA AND/OR ITS EQUIPMENT USED IN CONNECTION WITH THE SERVICES AND SHALL NOT MAKE A CLAIM AGAINST WATER WALKERS FOR LOST DATA, RERUN TIME, INACCURATE OUTPUT, WORK DELAYS, OR LOST PROFITS RESULTING FROM THE USE OF THE SERVICES.

#### 11.0. Miscellaneous.

11.1 Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between Subscriber and Water Walkers regarding the Services and govern Subscriber's use of the Services, superseding any prior agreements between Subscriber and Water Walkers specifically regarding the Services.

11.2 No Assignment. Neither party may assign or otherwise transfer this Agreement or any rights granted herein without prior written permission of the other.

11.3 Waiver and Non-Waiver. The failure of either party to exercise or enforce any right or provision of the terms and conditions of this Agreement does not constitute a waiver of such right or provision. Any waiver of any right or provision of the terms and conditions of this Agreement by or on behalf of either party shall be in writing.

11.4 Severability. If a court of competent jurisdiction finds any provision of the terms of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the relevant provision, and the other provisions of the terms and conditions of this Agreement remain in full force and effect.

11.5 Taxes. Fees quoted to Subscriber are exclusive of any and all applicable taxes or fees which shall be the sole responsibility of Subscriber.

11.6 Survival. The rights and duties of the parties which, by their nature, ought to survive the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

11.7 Dispute Resolution. Unless otherwise specified in a multi-year purchase contract, any dispute arising out of this Agreement shall be resolved by binding arbitration before a single arbitrator pursuant to the Streamline Commercial Rules

BOT-11

Main: (800) 838-4858  
Email: [jinsey@healthepro.com](mailto:jinsey@healthepro.com)  
Web: <http://healthepro.com>



of JAMS, and any award rendered thereto may be entered in any court of competent jurisdiction. The Arbitration shall be held in Orange County, California and shall provide for only such discovery as the Arbitrator shall allow.

11.8 No Third-Party Rights. Except as specifically provided for in this Agreement, nothing in this Agreement is intended to make any person or entity that is not a signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

11.9 Applicable Law. Unless otherwise specified in a multi-year purchase contract, this agreement shall be governed by the laws of the State of California.

Revised 6.23.17

Main: (800) 838-4856  
Email: [linsey@healthepro.com](mailto:linsey@healthepro.com)  
Web: <http://healthepro.com>



## Licensing FAQ

Health-e Pro is licensed in a "named user" fashion, which means that anyone that uses Health-e Pro products (Administrators, menu planners school site managers, cooks, etc.) requires a license of Health-e Pro. You may not share Health-e Pro licenses among multiple users.

For additional information and licensing scenarios, Please see the Health-e Pro licensing FAQ at <http://www.healthepro.net/licensing-faq/>



## About Us

### **Company Overview**

Water Walkers Inc. dba Health-e Pro  
PO Box 124  
Anacortes, WA 98221

Silver Plate Award winning food service director, Meg Chesley, founded Water Walkers Inc. in 2002. Recognized nationally for her cutting edge school foodservice program in the Corona-Norco Unified School District in California, Meg leveraged her more than 20 years as a Director in school foodservice by offering full service consulting as well as providing marketing tools for districts nationwide. From dining room designs to program overviews and training to audit preparation, Meg built a successful business meeting the varying needs of typical foodservice programs.

Recognizing the need for districts to get their message out to parents, students and teachers, the original web site product, Health-e Living and the Health-e Meal Planner nutritional information site were introduced in 2003. These provided nutrition education and online availability of nutrition information for parents, teachers and students for the first ten years. An ever-increasing number of districts seeking help with nutrient analysis in preparation for their state audits began to reveal the need for practical tools that were easily understood and used.

The Healthy Hunger Free Kids Act of 2012 fundamentally changed the landscape of the business of menu planning for the entire school food service industry. No longer were 20-year-old legacy software tools appropriate for the task and no longer was paper and pencil a reasonable solution. The Health-e Meal Planner Pro Menu Planning software was developed in 2012 and received USDA approval in 2013. The original Health-e Meal Planner was transitioned into My School Menus mobile App in 2014 and is now seamlessly integrated into the Health-e Meal Planner Pro. This powerful combination allows a district to quickly and easily plan menus and publish them with a single click. The cumbersome process of exporting data is no longer needed and has completely eliminated the errors related to this process.

As a company that values simplicity and innovation we continue to look for creative ways to utilize the data created in Health-e Meal Planner Pro. Strategic partnerships with other companies who utilize menu data, such as temperature control software and digital menu boards, is just part of the continual focus on delivering smart, friendly and creative solutions to the school foodservice industry. Our expanding team of experienced professionals is unmatched and continues to offer products and services to assist schools in providing excellence in child nutrition.



## What Others Are Saying...

We pride ourselves on excelling at customer service and providing the tools that are essential for today's schools. We have a long history of working at the district, state, and industry levels of school foodservice for over 20 years. Here is what some of our clients are saying:



"...the data transfer was quick and accurate and provided us a tremendous boost in making the transition"

-Kent School District  
Kent, WA

"I wanted to offer my praise of the "health e meal planner pro". We have used Nutrikids in our district for over 10 years... Health e Meal Planner Pro works with me one on one on every aspect of their software"



-Henderson ISD  
Henderson, TX



"The training webinars were exactly what was promised and all employees were impressed with how well organized and any questions we had were addressed immediately"

-Texas City ISD  
TexasCity, TX

"HMPpro has been very innovative by giving us the ability to market our menus through their WebConnect interactive menus. These menus have been a big leap forward for our department. They have given is the ability to showcase all we do in order to provide our students with fun, creative, and healthy meals every day."

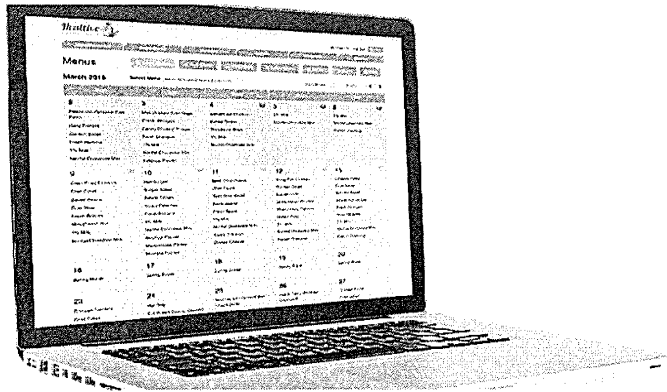


-Seaford School District  
Seaford, DE



# Our Products

## Health-e Meal Planner: Nutrient Analysis Menu Planning Software



Health-e Meal Planner™ Menu Planning Software was developed to assist districts by taking the mystery and drudgery out of the menu planning process. It is a full menu planning suite that provides comprehensive menu planning, production records and reporting.

It's SMARTER - The **Health-e Meal Planner** provides the user with real-time feed back for determining which menu items need to be adjusted to obtain a passing menu.

It's FASTER - Menu planning is data intensive. The **Health-e Meal Planner** is web based, contains pre loaded product data and saves many hours in setup time. Intuitive entry screens facilitate data entry and menu planning in a logical sequence.


It saves TIME - by providing real time feedback for compliance as you try various ingredients and recipes. Its intuitive, easy flow facilitates data entry while the wide array of reports provides information at your fingertips quickly and effortlessly. Being able to have electronic versions of spec sheets and production records saves time and expense in filing, storing and transporting written records.

It keeps users COMPLIANT - The **Health-e Meal Planner** is USDA Approved. So when it indicates a passing menu, users can be assured that their menus will be accepted in a compliance audit. Additionally, all the documentation, production records and spec sheets are instantly available with the click of a button!

### Highlighted Features:

- Ability to import data from other software
- Integrated WebConnect Module with one click menu publishing to My School Menus™ and Mobile App
- Built in ingredient, recipe and menu costing
- Optional Production Module enables seamless, digital production records
- Built in *EZ Administrative Review* reports for successful state and federal Administrative Reviews
- Extensive reporting for nutrition and financial needs

# My School Menus ([www.MySchoolMenus.com](http://www.MySchoolMenus.com))



September 2

**YI Nutrient Calculator**

**Lunch Entree**

- Cheese Pizza
- Pepperoni Personal Pan Pizza
- Hot & Spicy Chicken Sandwich
- Hamburger
- Mini Cheeseburgers
- Hot Dog
- Beef Hard Tacos
- Beef, Bean & Cheese Burrito
- Chef Salad
- Mandarin-Orange Chicken Rice-Bowl
- Chicken Alfredo
- Spaghetti with Meatballs
- Yogurt Parfait
- Submarine Sandwich


**Vegetables**

- Broccoli Florets
- Celery Sticks
- Baby Carrots
- Jicama Sticks
- Refried Beans
- Whole Kernel Corn
- Potato Wedges

**Fruit**

- Pineapple Tidbits
- Sliced Peaches
- Cantaloupe Chunks
- Fresh Apple
- Fresh Orange

## Pepperoni Personal Pan Pizza



Enjoy a perfect whole grain pizza crust topped with a Wild & Zesty sauce, silky-smooth 100% Mozzarella cheese and mouth watering pepperoni. It's not a surprise that this is one of our student's favorites!

**Allergens**

Milk  Soy  Wheat

The data contained herein cannot be used for and does not provide menu planning or medical treatment for anyone with a medical condition, dietary restriction or food allergy.

Nutrition Facts	
Amounts Per Serving	
Serving Size 1 each	
Serving Weight 156.000 gm	
Calories 340.000 kcal	
<b>Total Fat 18.000 gm</b>	
Saturated Fat 6.000 gm	
Trans Fat 0.000 gm	
Cholesterol 35.000 mg	
Sodium 580.000 mg	
<b>Carbohydrates 34.000 gm</b>	
Fiber 3.000 gm	
Sugar 4.000 gm	
<b>Protein 20.000 gm</b>	
Iron 1.000 mg	
Calcium 400.000 mg	
Vitamin A (IU)	
Vitamin C 9.000 mg	
Ash N/A*	
* Indicates missing Nutrient Information.	

ch

Monday

-- Select Month --

**YI Nutrient Calculator**

**Lunch Entree**

- 3 Cheese Pizza
- Pepperoni Personal Pan Pizza
- Hot & Spicy Chicken Sandwich
- Hamburger
- Mini Cheeseburgers
- Hot Dog
- Beef Hard Tacos
- Beef, Bean & Cheese Burrito
- Chef Salad
- Mandarin-Orange Chicken Rice-Bowl
- Chicken Alfredo
- Spaghetti with Meatballs
- Yogurt Parfait
- Submarine Sandwich


**Vegetables**


- Broccoli Florets
- Celery Sticks
- Baby Carrots
- Jicama Sticks
- Refried Beans
- Whole Kernel Corn
- Potato Wedges

**Fruit**

- Pineapple Tidbits
- Sliced Peaches
- Cantaloupe Chunks
- Fresh Apple
- Fresh Orange

Select Language

Powered by 



Eggs  
 Fish  
 Milk  
 Not Available  
 Peanuts  
 Shellfish  
 Soy  
 Tree Nuts  
 Wheat

FOR INFORMATIONAL USE ONLY. Users with medical conditions, dietary restrictions or food allergies should consult their medical professional.

**Elementary Breakfast: \$1.75**

**Secondary Breakfast: \$2.00**

**Reduced Price Breakfast: \$0.00**

**Elementary Lunch: \$2.75**

**Secondary Lunch: \$3.25 - \$4.00**

**Reduced Price Lunch: \$0.40**

**Milk: \$0.50**

Pre-Pay for Meals Here

Learn About Us: Our Locations & Hours of Operation

Meet App Now: Pocket Fun & Delicious Inspiration

**GET IT ON Google play**



## My School Menus™ Website & Mobile App

My School Menus™ ([www.MySchoolMenus.com](http://www.MySchoolMenus.com))

allows you to quickly and easily see menus, photos, nutrient fact labels, meal prices and allergens. A nutrient calculator and allergens filter provides information to enable users to make healthy decisions about the food they eat at school. This is the perfect program to help families manage their food allergies and dietary preferences.

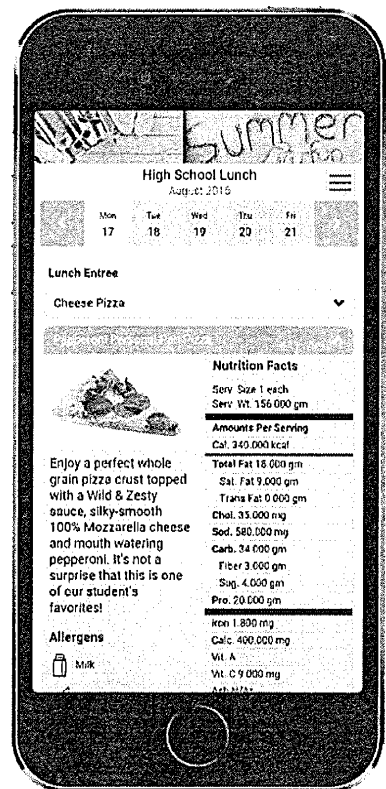
My School Menus™ utilizes cutting edge technology to get your school's menus online, and on any mobile device! Powered by our WebConnect module in the Health-e Meal Planner, it allows you to publish your menus with one-click. There is no need for downloading information from your menu planning software or dealing with messy Excel spreadsheets. With one-click menus are live and available for viewing. This not only is a time saver, but also decreases human error.

With just **one click** you can...

- Quickly and easily publish menus to the web and our mobile app directly from our menu planning software.
- Be proactive! Showcase your healthy and delicious menus for all to see.
- Put nutrition information into the hands of those who need and want it
- Provide beautiful print, Web and Mobile versions of your menu utilizing our extensive image library.
- Save time and money!

With My School Menus™, your menu information is available 24/7 for your community:

- ✓ Menu item, product description, ingredients, and a photo for all menu items
- ✓ Complete nutrition information, including carbohydrate values
- ✓ Interactive food allergen filtering
- ✓ Mobile App platforms: IOS (Apple) and Android compatible
- ✓ Ability to translate into multiple languages
- ✓ Printed menus and complete nutritional information
- ✓ Your own announcements and marketing in the menu sidebar

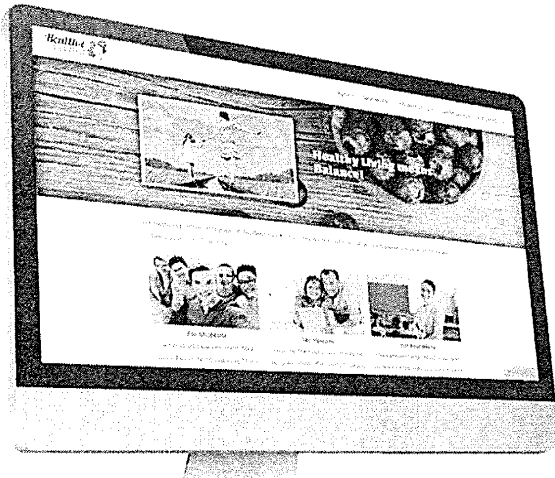




## Health-e Living

Save time and be proactive: Today's parents and students are more accustomed than ever to finding things on the web. It saves them time; it saves you time. It allows them to make informed decisions. It allows you to focus your time on the job of producing healthy, nutritious meals that enable children to thrive and learn. Health-e Living provides a comprehensive, one-stop portal to educate parents, teachers and students in the art of living well, eating right, and developing healthy exercise and diet habits for a lifetime.

Our marketing tools are extremely effective with students and their parents. Parents are able to interact with the foodservice department, creating a 2-way channel for optimal communication. As a result, an increase in school lunch consumption is seen.



## Operation and Usage Features

- Provide links to prepayment and meal application sites
- Flexibility to add images, documents and links
- Have a colorful, professional nutrition marketing website designed just for school meal programs
- Provide access to My School Menus and the nutrition information for your menus.
- Customize graphics
- Convenient sign up for email subscription
- Convert to any language
- Information is available for printing

## Nutrition Features

- Provide up-to-date nutrition and wellness resources
- Monthly parent centric newsletters
- Nutrition & Fitness Videos





# Partners & Other Services

Doing more for less! We have several partners in the school foodservice industry that have "plug ins" to our data to continuously meet the needs of the school district as well services to support your program.

## **Digital Menu Boards**

With all the digital technology that is available, menu boards are starting to hit cafeterias across the country. With our seamless *ServiceConnect* interface, the menu data can be exported with little effort.

## **SMART Temps**

Keeping your students from food borne illness is a must everyone's operation. We have made it that much more easy! By using *ServiceConnect for Smart Temps* plug in, you will have a seamless interface to ensure that daily food safety practices are being met.

## **Data Import and Set Up**

Ingredient and recipe data can be imported from other menu planning software. We also have data entry services to give you a jump-start.

## **Training**

HMPpro's training program is designed with the end-user in mind. It is very intuitive to use and follows the workflow for users. We have a highly effective training with multiple delivery methods. In fact, we survey our current users to ensure that the trainings are effective and to gather information on how to continuously improve. Overall, our approach is to provide a flexible training that will meet the need of all users.

TOBACCO-FREE SCHOOL AND WORKPLACE

6317.15 (3513.3)

The Anaheim Union High School District recognizes that the health hazards of tobacco use have been well established and documented. Tobacco products have serious consequences for the user and, in the case of smoking, for the non-user.

The Board of Trustees, therefore, in the best interest of the health and safety of students, employees, and the general public, directs that smoking and the use of tobacco products shall be prohibited on and in school district facilities and at school-sponsored events. This includes school buildings and grounds, district vehicles, personal vehicles used to transport students, and sites leased or rented by the district for school-sponsored events.

District policy defines "tobacco products" to include electronic nicotine delivering systems (ENDS) and electronic smoking devices (ESDs), with or without tobacco or nicotine content, such as electronic cigarettes, electronic hookah, and other vapor or aerosol-emitting devices. The specific products prohibited include any device which may or may not contain tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, electronic cigarettes, electronic hookahs, vape pens, and other vapor/aerosol-emitting devices, with or without nicotine content, that mimic the use of tobacco products.

*Smoking* means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

Tobacco products include:

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.
3. Any component, part, or accessory of a tobacco product, whether or not sold separately.

This policy is established to (1) reflect and emphasize the hazards of tobacco use; (2) further the goal of consistency among on-going school programs and curriculum by discouraging students from using tobacco products; (3) protect the health and safety of students, employees, and the general public; and (4) set a non-tobacco use example by adults.



The Anaheim Union High School District is committed to providing a healthy, tobacco-free lifestyle for its students, staff, and general public while on district property. The successful implementation of this policy will depend on the thoughtfulness, consideration, and cooperation of tobacco users and non-users. All individuals on district premises share in the responsibility of adhering to and enforcing this policy.

Effective July 1, 1995, the use of tobacco products will be prohibited on and in school district facilities. This includes, without limitation, school buildings, school grounds, district vehicles, personal vehicles used to transport students, and sites leased or rented for school-sponsored events.

The Anaheim Union High School District will provide a safe and healthy environment by:

1. Providing a reference list of cessation clinics, community resources, and other agencies to assist employees choosing to quit the use of tobacco.
2. Making public announcements and/or communications about our tobacco free school and workplace.
3. Posting signs at all facilities designating the entire premise as non-tobacco use.
4. Developing an information letter and adjustments to the application for Use of School Facilities to inform approved facility users of the district of the Tobacco Free School and Workplace Policy and the users' responsibility to adhere to the policy.
5. Violations of this policy by employees will be handled through progressive disciplinary actions.
6. Violations by facilities lessors will be handled in accordance with Community Use of School Buildings and Grounds Policy 9701.01.
7. Violations by citizens will be subject to the following:
  - a) A verbal request to stop smoking or to stop the use of other tobacco products on the school district site.
  - b) Upon refusal to comply, a report will be made to the school district site supervisor who will issue a second verbal warning.
  - c) If the second warning is not adhered to, the site supervisor will direct the citizen to leave the site. Should non-compliance result, local law enforcement personnel will be called, in accordance with Municipal Codes and Penal Code 626.6. If the person repeatedly violates the tobacco-free schools policy, prohibit him/her from entering district property for a specified period of time.

Cross References:

AUHSD Board Policy

9701.01 Community Use of School Buildings and Grounds Legal

References:

Education Code

35160 Article 4. Powers and Duties

35160.1 Legislative Finding

48901 Smoking California

Health and Safety Code

39002 Control of Air Pollution

Federal Goals 2000: Educate America Act

1043 Nonsmoking Policy for Children's Services

Penal Code

626.6 Misdemeanor to Reenter Campus After Being Directed to Leave Under Specified Conditions

Board of Trustees

August 1993

Revised: October 1994

Revised: June 1998 References

Reviewed: July 2003

Reviewed: June 2005

Board Approved: Pending Board Approval

The Governing Board believes that all children, including children with disabilities, should have the opportunity to learn in a safe and nurturing environment. The Superintendent or designee shall work to identify children with disabilities who reside within the jurisdiction of the district in order to ensure that they receive educational and related services required by law.

The Superintendent or designee shall provide qualified students with disabilities with a free appropriate public education (FAPE), as defined under Section 504 of the federal Rehabilitation Act of 1973. Such students shall receive regular or special education and related aids and services designed to meet their individual educational needs as adequately as the needs of students without disabilities are met. (34 CFR 104.33)

In addition, qualified students with disabilities shall be provided an equal opportunity to participate in programs and activities that are integral components of the district's basic education program, including, but not limited to, extracurricular athletics, interscholastic sports, and/or other nonacademic activities. (34 CFR 104.37)

In providing services to students with disabilities under Section 504, the Superintendent or designee shall ensure district compliance with law, including providing the students and their parents/guardians with applicable procedural safeguards and required notifications. Any dispute as to the identification, evaluation, or placement of any student with a disability shall be resolved in accordance with the processes specified in the "Procedural Safeguards" section of the accompanying administrative regulation.

The Superintendent or designee shall maintain a list of impartial hearing officers who are qualified and willing to conduct Section 504 hearings. To ensure impartiality, such officers shall not be employed by or under contract with the district in any other capacity except as hearing officer and shall not have any professional or personal involvement that would affect their impartiality or objectivity in the matter.

Legal Reference:

EDUCATION CODE

- 49423.5 Specialized physical health care services
- 52052 Accountability; numerically significant student subgroups
- 52060-52077 Local control and accountability plan
- 56043 Special education, timelines
- 56321 Assessment; development of IEP; parental notifications, consent

CODE OF REGULATIONS, TITLE 5

3051.12 Health and Nursing Services

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

705 Definitions; Vocational Rehabilitation Act

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF REGULATIONS, TITLE 28

35.101-35.190 Nondiscrimination on the basis of disability in state and local government services

CODE OF FEDERAL REGULATIONS, TITLE 34

104.1-104.61 Nondiscrimination on the basis of handicap, especially:

104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973

104.3 Definitions

104.32 Location and notification

104.33 Free appropriate public education

104.34 Educational setting

104.35 Evaluation and placement

104.36 Procedural safeguards

104.37 Nonacademic services

104.7 Responsible employee; grievance procedures

COURT DECISIONS

Christopher S. v. Stanislaus County Office of Education, (2004) 384 F.3d 1205

Management Resources:

CSBA PUBLICATIONS

Rights of Students with Diabetes Under IDEA and Section 504, Policy Brief, December 2007

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

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

Dear Colleague Letter and Resource Guide on Students with ADHD, July 2016

Protecting Students with Disabilities: Frequently Asked Questions About Section 504 and the Education of Children with Disabilities, October 2015

Dear Colleague Letter, January 2013

Dear Colleague Letter and Questions and Answers on ADA Amendments Act of 2008 for Students with Disabilities Attending Public Elementary and Secondary Schools, January 2012

Free Appropriate Public Education for Students with Disabilities: Requirements under Section 504 of the Rehabilitation Act of 1973, September 2007

WEB SITES

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

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

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

Board of Trustees

Board Approved: TBD

E

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973: (34 CFR 104.7)

Director, Curriculum and Instruction/Instructional Support Services  
Anaheim Union High School District  
501 N. Crescent Way  
Anaheim, CA 92801  
(714) 999-3511

### Definitions

For the purpose of implementing Section 504, the following terms and phrases shall have only the meanings specified below:

“Free appropriate public education” (FAPE) means the provision of regular or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of students without disabilities are met, at no cost to the student or his or her parent or guardian except when a fee is specifically authorized by law for all students. (34 CFR 104.33)

“Student with a disability” means a student who has a physical or mental impairment which substantially limits one or more major life activities, who has a record of such an impairment, or who is regarded as having such an impairment. (28 CFR 35.108)

“Physical impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genito-urinary, immune, hemic, lymphatic, skin, and endocrine. (28 CFR 35.108)

“Mental impairment” means any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability. (28 CFR 35.108)

“Substantially limits major life activities” means limiting a person's ability to perform functions, as compared to most people in the general population, such as caring for himself or herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, and working. “Major life activities” also includes major bodily functions such as functions of the

immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, as well as the operation of an individual organ within a body system. The determination of whether an impairment substantially limits a student's major life activities shall be made without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures are measures that an individual may use to eliminate or reduce the effects of an impairment, including, but not limited to, medications, medical supplies or equipment, prosthetic devices, assistive devices, reasonable modifications or auxiliary aids or services, learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy. (42 USC 12102; 28 CFR 35.108)

### Referral, Identification, and Evaluation

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent or guardian, teacher, other school employee, educational monitoring team, or community agency may refer a student to the principal or designee or to the District 504 Coordinator for identification as a student with a disability under Section 504.
2. Upon receipt of any such referral, the principal, designee, 504 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including those in academic and nonacademic areas of the school program; consultation with the student's teachers, other professionals, and the parent or guardian, as appropriate; and analysis of the student's needs.

If it is determined that an evaluation is unnecessary, the principal, designee, or 504 Coordinator shall inform the parents or guardians in writing of this decision and of the procedural safeguards available, as described in the "Procedural Safeguards" section below.

3. If the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to his or her initial placement. (34 CFR 104.35)

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent or guardian consent.

The district's evaluation procedures shall ensure that the tests and other evaluation materials: (34 CFR 104.35)

- a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers;
- b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient;
- c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than his or her impaired sensory, manual, or speaking skills, except where those skills are the factors that the tests purport to measure.

#### Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A 504 team shall be convened to review the evaluation data in order to make placement decisions. The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options (34 CFR 104.35) including an administrator, a school counselor, one or more of the student's teachers, other program staff as appropriate (e.g., nurse, psychologist, social worker, Regional Occupational Program instructor), parents or guardians, and the student.

In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.



The parents or guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a person with a disability under Section 504 and shall state the basis for the determination that no special services are presently needed. The student's parent or guardian shall be informed in writing of his or her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.
4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his or her individual needs. (34 CFR 104.34)
5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame, generally not later than 60 days following consent to assess.
6. A copy of the student's Section 504 services plan shall be kept in his or her student record. The student's teachers and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

#### Review and Reevaluation

The 504 team shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of students without disabilities are met. In addition, each student with a disability under Section 504 shall be reevaluated at least once every three years.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

## Procedural Safeguards

The Superintendent or designee shall notify the parents or guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. The Superintendent or designee also shall notify the parents or guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

If a parent or guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his or her child under Section 504, he or she may request a Section 504 due process hearing within 30 days of that action or decision.

Prior to requesting a Section 504 due process hearing, the parent or guardian may, at his or her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The 504 Coordinator shall designate an appropriate administrator to meet with the parent or guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent or guardian's request. If the parent or guardian is not satisfied with the resolution of the issue, or if the parent or guardian did not request an administrative review, he or she may request a Section 504 due process hearing.

A Section 504 due process hearing shall be conducted in accordance with the following procedures:

1. The parent or guardian shall submit a written request to the 504 Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:
  - a. The specific nature of the decision with which he or she disagrees;
  - b. The specific relief he or she seeks;
  - c. Any other information he or she believes is pertinent to resolving the disagreement.
2. Within 30 days of receiving the parent or guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.

3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.
4. The parties to the hearing shall be afforded the right to:
  - a. Be accompanied and advised by legal counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504;
  - b. Present written and oral evidence;
  - c. Question and cross-examine witnesses;
  - d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision.

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

#### Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents or guardians of the district's duty under Section 504. (34 CFR 104.32)

#### Procedures for Implementing Section 504 Plans in Regional Occupational Programs

The District is committed to providing a FAPE in regional occupational programs ("ROP") to District students who have disabilities within the meaning of Section 504. The District shall ensure Section 504 students will not be denied the benefits of, excluded from participation in, or otherwise subjected to discrimination in ROP courses because of the absence of accommodations, aids, or services designed to meet their individual educational needs. A student with a disability may be entitled to implementation of their Section 504 Plan, and other accommodations, aids, or services in ROP provided courses. The student's Section 504 Team, which includes an ROP Instructional Administrator, is responsible for implementing a student's Section 504 Plan and/or any other appropriate accommodations, aids, or services in ROP provided courses.

#### Provision of 504 Accommodations to Students in ROP Courses

The application for an ROP course will identify whether a student has a Section 504 plan. When a student with a Section 504 Plan applies for an ROP course, the school's Career Guidance Specialist ("CGS") shall notify the student's 504 case carrier. The student's 504 case carrier and ROP Instructional Administrator will promptly meet with student and/or parent to (1) review the accommodations, aids, or services contained in student's Section 504 Plan, (2) review the requirements of the ROP Course, and (3) determine whether additional accommodations, aids, or services may need to be discussed by the Section 504 Team.

If the student may require additional accommodations, aids, or services considering the course requirements, the student's 504 case carrier will promptly schedule and convene a Section 504 Team meeting, which will include an ROP Instructional Administrator, for the following reasons:

1. Review the current accommodations, aids, or services to determine whether student's current Section 504 Plan will meet student's needs in the ROP course.
2. Review the ROP course description and the requirements associated with the course.
3. Discuss additional accommodations, aids or services that may be necessary to allow student access to participate in the ROP course.
4. Document all decisions regarding implementation of the Section 504 Plan and/or other accommodations, aids, and services in the ROP course.
5. If the Section 504 Team determines that the student can participate in the ROP course with the Section 504 Plan, the following will occur:
  - a. The decision will be discussed with the student and documented in student's Section 504 Plan. District will provide Student a copy of the Section 504 Plan and a copy of the Section 504 procedural safeguards.
  - b. Prior to the start of the ROP course, the CGS or guidance counselor shall provide copies of student's Section 504 Plan to all personnel responsible for implementing the plan.
  - c. Prior to the start of the ROP course, ROP's Instructional Administrator shall provide copies of student's Section 504 Plan to all ROP personnel responsible for implementing the plan.

- d. The student's Section 504 Plan will be implemented the first day of the ROP course. If it is determined that the student's Section 504 Plan cannot be implemented at the start of the ROP course, the ROP Instructional Administrator will inform the student in writing of the projected timeframe for implementation.
6. If the Section 504 Team determines that student cannot participate in the ROP course with the current Section 504 Plan, with alternative accommodations, aids, or services discussed by the Section 504 Team, and/or with the accommodations, aids and services requested by student, the following will occur:
    - a. The reasons for the Section 504 Team's determination that the student cannot participate in the ROP course will be discussed with the student and documented in the notes section of the student's Section 504 Plan. District shall provide Student a copy of the Section 504 Plan and meeting notes and a copy of the Section 504 procedural safeguards, which shall include these procedures.
    - b. If changes to the Section 504 Plan, including accommodations, aids, or services requested by student, are not possible, the Section 504 Team will explore with the student alternative ROP courses that could reasonably implement student's Section 504 plan.
    - c. If the Section 504 Team offers to modify Student's Section 504 Plan with accommodations, aids, or services other than those requested by Student, the Section 504 Team will document the offered alternatives and Student's acceptance or rejection of the alternatives offered.

#### Dispute Resolution

If a student disagrees with the Section 504 Team's determination regarding implementation of their Section 504 Plan and/or other accommodations or auxiliary aids and services, the student may pursue Procedural Safeguards set forth in the District's Section 504 Policy or file a complaint with the Office of Civil Rights.

The ROP will participate in the District's investigation and resolution of any dispute regarding implementation of a Section 504 Plan and/or any other accommodations, aids, or services in an ROP course.

**Memorandum of Understanding**  
Between Anaheim Union High School District and The G.R.E.E.N Foundation

**EXHIBIT P**

This Memorandum of Understanding (MOU) is hereby entered between the two parties indicated below and for the purpose as stated in the scope of work:

<b>Anaheim Union High School District (AUHSD)</b> Jaron Fried Assistant Superintendent, Education 501 N. Crescent Way Anaheim, CA 92801 714.999.3557 (Phone) 714.520.9754 (Fax) Fried_ja@auhsd.us (Email)	<b>The G.R.E.E.N Foundation</b> Ernesta Wright Executive & Program Director 2030 E. Fourth Street, Suite D213 Santa Ana, CA 92705 714.756.0027 or 714.507.0338 (Phone) www.thegreenfoundation.net Ernesta@thegreenfoundation.net (Email)
--	---

**I. Purpose**

The purpose of this MOU is to outline understandings for Anaheim Union High School District's participation in the Families Uniting Locally to Solve Tobacco Proliferation (FULSToP) project of The G.R.E.E.N Foundation. The G.R.E.E.N Foundation is a non-profit, community-based organization that has received Prop 56 California Tobacco Control Program (CTCP) funding to work in Orange County, specifically in the cities of Anaheim, Lake Forest, and Santa Ana. AUHSD commits to collaborate with The G.R.E.E.N Foundation, which has a focus to work with youth in creating advocacy opportunities in regards to smoke-free multi-unit housing policies, advocating for smoke-free faith-based organizations, and campaigning for policies that prohibit sale and distribution of all flavored tobacco products, including menthol cigarettes. The goal of this collaboration is to advance health equity and reduce tobacco-related health disparities among refugee, ethnic, and African American communities in Southern California, in addition to youth.

**II. Term**

This MOU is effective as of July 1, 2019 and ends on June 30, 2020 (the end of the 2017-2020 TUPE Tier 2, Cohort M Grant cycle).

This MOU may be terminated by either party by providing a notice of termination to the other party. Such notice of termination must be provided at least 30 days in advance of the termination date and include reasons for the termination.

**III. Participation and Confidentiality**

- A. Student, teacher and staff participation is voluntary. All information provided by participants-including names of schools, teachers, and students, is strictly confidential and shall not be shared outside of the TUPE team.

**IV. The G.R.E.E.N Foundation Center Responsibilities**

The G.R.E.E.N. Foundation shall:

- A. Provide professional resources on tobacco and all products that emit secondhand smoke for youth in the form of informational sessions, presentations, event tables, and policy advocacy in Anaheim.

**V. AUHSD Responsibilities**

AUHSD shall:

- A. Provide The G.R.E.E.N Foundation with an AUHSD coordinator (point of contact) who will communicate with The G.R.E.E.N Foundation in regards to scheduling and opportunities.

B. Provide The G.R.E.E.N Foundation with the ability to present to students, staff, and parents.

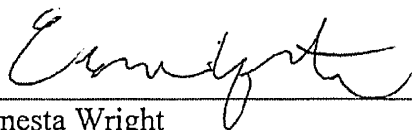
**VI. General Provisions**

- A. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Severability: The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
- D. Dispute Resolution. The parties will attempt to settle any dispute, internally through good faith negotiations. The parties may agree to submit a dispute to non-binding mediation.
- E. Execution: Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

**Anaheim Union High School District**

**The G.R.E.E.N Foundation**

\_\_\_\_\_  
Jaron Fried  
Assistant Superintendent, Education

  
\_\_\_\_\_  
Ernesta Wright  
Executive & Program Director

\_\_\_\_\_  
Date

4/16/19  
\_\_\_\_\_  
Date

**Memorandum of Understanding**  
Between Anaheim Union High School District and America On Track

**EXHIBIT G**

This Memorandum of Understanding (MOU) is hereby entered between the two parties indicated below and for the purpose as stated in the scope of work:

<b>Anaheim Union High School District (AUHSD)</b> Jaron Fried Assistant Superintendent, Education 501 N. Crescent Way Anaheim, CA 92801 714.999.3557 (Phone) 714.520.9754 (Fax) Fried_ja@auhsd.us (Email)	<b>America On Track (AOT)</b> Claire Braeburn Executive Director 600 W. Santa Ana Blvd., Suite 710 Santa Ana, CA 92701 714.531.7144 (Phone) 714.531.7773 (Fax) OnTrack@AmericaOnTrack.org (Email)
--	--

**I. Purpose**

The purpose of this MOU is to outline understandings for Anaheim Union High School District's participation in creating brighter futures for communities and youth provided by America On Track (AOT). AUHSD commits to collaborate with AOT in creating collaborative partnerships with diverse youth to mobilize and engage them in school and community tobacco-control activities. AOT can provide informational sessions on tobacco products and emerging trends such as electronic cigarettes/vapes. The goals of this collaboration include: to help students by training youth in public speaking, media advocacy and community mobilization; to engage youth to participate in certain dates such as Red Ribbon Week, the Great American Smoke-Out Day, Kick Butts Day, Earth Day, and others that raise awareness around tobacco control issues in Orange County; and also to encourage youth to get involved in anti-tobacco social media campaigns.

**II. Term**

This MOU is effective as of July 1, 2019 and ends on June 30, 2020 (the end of the 2017-2020 TUPE Tier 2, Cohort M Grant cycle).

This MOU may be terminated by either party by providing a notice of termination to the other party. Such notice of termination must be provided at least 30 days in advance of the termination date and include reasons for the termination.

**III. Participation and Confidentiality**

- A. Student, teacher and staff participation is voluntary. All information provided by participants-including names of schools, teachers, and students, is strictly confidential and shall not be shared outside of the TUPE team.

**IV. America On Track Responsibilities**

America On Track shall:

- A. Provide professional resources on tobacco in the form of informational sessions, presentations, event tables, and policy advocacy in Anaheim as well as creating opportunities for Youth Leadership Clubs at school sites where students are trained in public speaking, media advocacy and community mobilization in regards to tobacco prevention.

**V. AUHSD Responsibilities**

AUHSD shall:



- A. Provide AOT with an AUHSD coordinator (point of contact) who will communicate with AOT in regards to scheduling and opportunities.
- B. Provide AOT with the ability to present to students, staff, and parents.

**VI. General Provisions**

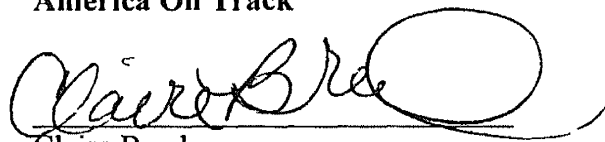
- A. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Severability: The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
- D. Dispute Resolution. The parties will attempt to settle any dispute, internally through good faith negotiations. The parties may agree to submit a dispute to non-binding mediation.
- E. Execution: Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

**Anaheim Union High School District**

\_\_\_\_\_  
Jaron Fried  
Assistant Superintendent, Education

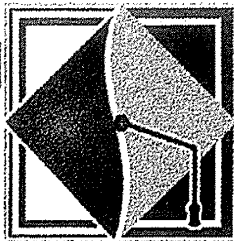
\_\_\_\_\_  
Date

**America On Track**

  
\_\_\_\_\_  
Claire Braeburn  
Executive Director

4.25.19  
\_\_\_\_\_  
Date

Learning With Purpose

ANAHEIM  
UNION  
HIGH  
SCHOOL  
DISTRICT

College and Career Ready

### Contract to Provide

#### Independent Neuro-Educational Assessment

██████████, the educational rights holder of ██████████, requested that the Anaheim Union High School District fund an independent neuro-educational assessment and has requested that the District contract with Dr. Veronica Olvera for the evaluation. The District agrees to fund the assessment provided by Dr. Veronica Olvera, Neuro-Educational Clinic, under the following conditions:

1. The District agrees to fund a neuro-educational assessment to be conducted by Dr. Veronica Olvera at a total cost not to exceed five thousand dollars (\$5,000).
2. In exchange for the total amount not to exceed \$5,000, Dr. Olvera agrees to the following:
  - a. Perform neuro-educational assessment. Pursuant to the settlement agreement, the assessment is due by October 31, 2019, at which time the District's obligation to fund the IEE will end.
  - b. Create a written report.
  - c. Attend an IEP meeting to review the assessment and findings.
3. In addition to completing the foregoing, Dr. Olvera agrees to the following:
  - a. Will consult and collaborate with District assessment personnel.
  - b. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the assessment.
  - c. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.

- d. Will be acting as an independent contractor and will not be working directly for the District.
4. It is understood and agreed that any recommendation for services made following the assessment and agreed to by the IEP team will not be implemented by Dr. Olvera.
5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.
6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including protocols, and (3) this fully executed Agreement.
7. Indemnification and Hold Harmless:
  - a. To the fullest extent allowed by law, Dr. Olvera shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Dr. Olvera or her directors, officers, agents, employees, volunteers or guests arising from Dr. Olvera's duties and obligations described in this agreement or imposed by law.
  - b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Dr. Olvera and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.
8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.
9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.

10. This Agreement may be signed in counterparts permitting signatures to appear on separate signature pages. A copy or original of this document with all signatures pages appended together shall be deemed a fully executed Agreement

11. This Agreement may be executed by fax signature such that a fax signature acts as an original.

The Parties hereto have approved this Agreement.

Dated: 5/14/19

By: Dr. Veronica I. Olvera, Psy.D.  
Dr. Veronica I. Olvera, Psy.D.  
Neuro-Educational Clinic

Anaheim Union High School District

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Celeste Krueger,  
Director Special Youth Services

COAST COMMUNITY COLLEGE DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT  
(SHORT FORM)

EXHIBIT S 4

This Independent Contractor Agreement (“Agreement”) between Coast Community College District, a public educational agency (“District”) and Anaheim Union High School District (“Independent Contractor”) shall be effective upon the execution date of Independent Contractor and District, whichever shall later occur. District and Independent Contractor are referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, District desires to obtain special services for Partnering with Coastline College's California Cybersecurity Apprenticeship Project (CCAP) as an employer, and as further described in “Attachment 1” attached hereto. The services listed herein and in Attachment 1 are referred to herein as “Services.”

WHEREAS, Independent Contractor warrants and represents to District that Independent Contractor has the experience, expertise, and resources to successfully and effectively perform the Services as required by District and will provide the Services timely and in conformance with the laws of the State of California. NOW, WHEREFORE, the Parties agree as follows:

**ARTICLE I INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.**

1. Independent Contractor shall timely and competently provide those Services set forth herein and in “Attachment 1” to this Agreement.
2. Independent Contractor covenants with District to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. Independent Contractor shall use its best professional efforts to complete the Services in an expeditious and economical manner consistent with the interests and goals of District. Independent Contractor agrees it shall take all special precautions necessary to protect the independent Contractor's employees, District's employees, and members of the public from risk of harm arising out Independent Contractor's performance of the Services.
3. Independent Contractor shall hold and maintain during the term of this Agreement all applicable licenses, permits, and certificates necessary for the performance of Services under the Agreement and comply with all applicable federal, state, and local laws, statutes, regulations, rules, and ordinances, as well as District policies and procedures in the performance of the Services under this Agreement.
4. Independent Contractor shall fully complete the Internal Revenue Service W-9 Form or other required reporting form.
5. Independent Contractor consents to District's use of Independent Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
6. The Services performed hereunder are work made for hire and District shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this Agreement. Independent Contractor assigns to District any and all rights Independent Contractor could have, may have, or does have, in the work and/or the work product performed under this Agreement, and District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the District. Independent Contractor consents to the use

of Independent Contractor's name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. *Initial if applicable* ( ).

## **ARTICLE II COMPENSATION**

1. District agrees to pay the Independent Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed \$21,000. District shall pay Independent Contractor pursuant to the following schedule or basis of compensation: Upon invoicing and providing evidence of 120 recorded and approved work hours completed by each registered cybersecurity apprentice at a rate of \$3,000 per apprentice hired and trained by the Independent Contractor.

District shall not be liable to Independent Contractor for any costs or expenses paid or incurred by Independent Contractor in performing Services for District, except as follows: N/A

## **ARTICLE III TERM, TERMINATION**

1. This Agreement shall commence on the effective date, with Independent Contractor's Services to commence on or about June 21, 2019. All Services shall be completed by no later than December 31, 2020 at which time this Agreement shall expire, unless extended or modified by mutual written consent and ratification of District's governing board.

2. District may, at any time, with or without reason, terminate this Agreement and compensate Independent Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Service by Independent Contractor. Notice shall be deemed given when received by the Independent Contractor, or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this Agreement for any reason (other than full and satisfactory completion of Services) Independent Contractor shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by District due To Independent Contractor's failure to perform pursuant to this Agreement. Upon such termination, District shall have no continuing obligation to make any payments to Independent Contractor under this Agreement.

## **ARTICLE IV INDEMNITY AND INSURANCE**

1. Independent Contractor agrees to indemnify and hold harmless District, its trustees, officers, agents, and employees from and against all damages, liabilities, and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of Independent Contractor or of any Officer, director, agent, or employee of Independent Contractor. Independent Contractor shall indemnify, and hold harmless District, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this Agreement.

2. District may require Independent Contractor to provide District with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the District, its Board of Trustees, employees, and agents as additional insureds. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this Agreement.

## ARTICLE V INDEPENDENT CONTRACTOR

1. Independent Contractor, in the performance of this Agreement, will determine the method, details, and means of performing the Services, and will, at Independent Contractor's own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform the Services. Independent Contractor has no authority to bind District. Independent Contractor understands and agrees that Independent Contractor, and all of Independent Contractor's employees and agents, shall not be considered officers, employees, or agents of District, and are not entitled to benefits of any kind or nature normally provided to employees of District or to which District's employees are normally entitled. Independent Contractor assumes the full responsibility for the acts and omissions of its employees and agents. Independent Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to Independent Contractor and its employees and agents.

## ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to District for entering into this Agreement is the professional reputation and competence of Independent Contractor and its employees. Neither this Agreement, nor any interest therein, may be assigned by Independent Contractor without the prior written consent of District, which consent may be withheld in District's sole discretion.

2. This Agreement represents the entire and integrated Agreement between District and Independent Contractor and supersedes all prior negotiations, representations, or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Independent Contractor.

3. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against District.

4. Time is of the essence for this Agreement.

5. District shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract, or tort even if the Parties are advised of the likelihood or possibility of the same.

6. Independent Contractor, if an employee of another public agency, agrees that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

7. Independent Contractor is required to adhere to the requirements of California Labor Code Section 1725.5 (DIR Contractor Registration) as a prerequisite to any work being performed under this Agreement, when applicable. Independent Contractor shall adhere to the requirements of California Labor Code Sections 1771 through 1776, and to California Education Code Section 81704, when the services performed by Independent Contractor require compliance with these Sections. Independent Contractor acknowledges that it shall register, if required, with the California Department of Industrial Relations (DIR) by utilizing DIR's on-line application registry link located at:

<http://www.dir.ca.gov/PublicWorks/PublicWorks.html>

CONTRACTOR understands that public works, for DIR registration purposes, refers to "construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds that exceeds \$1,000.00, as further defined by the DIR.

8. The failure of District or Independent Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

9. In the event of any dispute, arbitration, or litigation between the Parties arising out of or relating in any manner to this Agreement, including the necessity of either Party to defend any action which has been covered hereby or to prosecute any action to enforce this Agreement, the losing Party shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing Party and any judgment, decision, or award rendered against either of the Parties may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing Party.

10. District shall have the right to conduct periodic audits of Independent Contractor's performance of services or scope of work under this Agreement. District shall provide Independent Contractor with no less than five days prior notice of District's intent to audit. Independent Contractor shall fully and promptly provide documentation to District relating to Independent Contractor's services or scope of work under this Agreement.

11. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

**To District:**

Christine Nguyen (Coastline College)

Attn: Vice President, Admin Services

11460 Warner Ave. Fountain Valley, CA  
92708

**To Independent Contractor**

Attn: Dr. Jaron Fried

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

Any such notices personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A Party may change its address for purposes of this paragraph by giving the other Party written notice of a new address in the manner set forth above.

**District**

Chancellor, John Weispenning, Ph.D.

Dated: \_\_\_\_\_

**Independent Contractor**

[Name] Dr. Jaron Fried

[Title] Assistant Superintendent, Education Services

Soc. Sec. No./Federal ID No. 96-6000120

Dated: \_\_\_\_\_



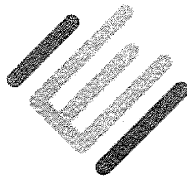
## ATTACHMENT NO. 1 - SCOPE OF SERVICES

INDEPENDENT CONTRACTOR agrees to perform the following services for DISTRICT:

To partner with Coastline's California Cybersecurity Apprenticeship Project (CCAP) to train and mentor one or more registered cybersecurity apprentices. The Independent Contractor, AKA the Employer, will perform the following for each assigned apprentice:

1. Assign a direct supervisor to train apprentice/s according to the approved CCAP work objectives/processes;
2. On a monthly basis, verify, sign and submit the Apprentice On-the-Job Hour Verification form;
3. On a monthly basis, complete and submit the Employer Monthly Apprentice Progress Report to Coastline CCAP; and,
4. Communicate with the CCAP Project Director and Team at Coastline on matters related to apprentice/s and CCAP and other forms needed to document the apprentice's on-the-job training activities.

The INDEPENDENT CONTRACTOR will be paid \$3,000.00 per apprentice hired and trained upon the submission of the Apprentice On-the-Job Hour Verification Form, confirming that the apprentice completed 120 on-the-job training hours with the employer.



## DISTRICT AGREEMENT

This agreement (this “Agreement”) is made effective as of June 1, 2019 (the “Effective Date”) between **Youth Entrepreneurs, Inc. (d/b/a Youth Entrepreneurs)** (“YE”), a Kansas nonprofit corporation, and the **Anaheim Union High School District** (the “District”).

YE provides a hands-on elective course that introduces business, economics, and entrepreneurship to students (the “YE Program”). The YE Program’s core concepts develop and promote a competitive entrepreneurial mindset, which builds character and provides students valuable lessons lasting beyond the class. Students can draw upon these concepts wherever their careers and interests take them—acting as their foundation for prosperity and well-being through experiential learning which includes five pillars: (1) knowledge of economics and markets; (2) knowledge and skills to be a Principled Entrepreneur; (3) development of relevant soft skills; (4) cultivation of a transformation mindset, being a lifelong learner; and (5) development of knowledge, skills and experiences to become a contributing member of society. The District through its administrators and its teachers teaching the YE Program (the “Teacher(s)”) wishes to collaborate with YE to utilize YE programing and resources in the District. Therefore, the parties agree as follows:

**1. Term.** This Agreement will be effective from the Effective Date until June, 1 2020 (the “Initial Term”). Unless this Agreement is earlier terminated, it will automatically renew annually for one-year periods after the Initial Term (each such renewal period, a “Renewal Term” and with the Initial Term, the “Term”). Either party may terminate this Agreement at any time or for any reason upon thirty days’ prior written notice to the other party at the address provided in Section 4(i).

**2. Collaboration of the Parties.** The parties agree that YE and the District will collaborate to carry out the YE Program by providing support to carry out the YE Program at the District as follows:

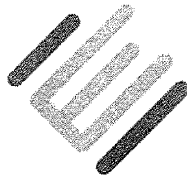
(a) YE’s Support.

(i) **YE’s Grant of a License to District.** YE hereby grants the District a nonexclusive, limited, worldwide, revocable, royalty-free license to reproduce, distribute, and publicly display YE’s name and logo solely to support the YE Program, subject to YE’s prior written approval, such approval not to be unreasonably withheld.

(b) The District’s Support.

(i) **Teacher Selection and Removal.** The District shall recruit and select the Teachers. The District may consult with YE on the selection of the Teachers in accordance with the District’s normal policies and procedures.

(ii) **General Teacher Support.** The District shall also ensure that the Teachers attend and complete the required annual YE Teacher training.



(iii) **Administrative Support.** The District shall provide adequate classroom accommodations, including technology for the YE program.

(iv) **Field Trips.** The District and YE will coordinate to arrange for transportation for the educational field trips that are part of the YE Program, if opted to attend.

### **3. YE Program Funding.**

(a) **Generally.** The expected costs for the YE Program are \$12,500.00 per class for in classroom activities and \$12,500 per class for student exposure to opportunities and experiences outside of the classroom during which students can apply what they learn (the “YE Program Costs”). Through its own fundraising activities, YE will pay for the YE Program Costs. The District will partner with YE to facilitate building awareness and support for the YE Program in the local community.

### **4. General Provisions.**

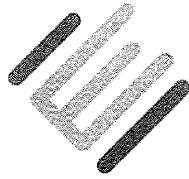
(a) **INDEMNIFICATION.** THE DISTRICT SHALL DEFEND, INDEMNIFY, AND HOLD YE AND EACH OF ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, OR THREATENED THIRD-PARTY ALLEGATIONS, DEMANDS, CLAIMS, LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS’ FEES, ARISING OUT OF OR IN ANY WAY INCIDENT TO (A) THE ACTS OR OMISSIONS OF THE DISTRICT RELATED TO THIS AGREEMENT AND/OR (B) THE DISTRICT’S BREACH OF THIS AGREEMENT.

(b) **Confidentiality.** The District agrees to keep confidential and not to disclose to any third party the existence of or contents of this Agreement without express written approval from YE. If the District is required to disclose the existence of or the content of this Agreement to any third party, the District agrees to provide YE with at least ten days’ advance written notice of such disclosure.

(c) **Entire Agreement.** The terms contained in this Agreement supersede all prior oral or written agreements and understandings between the parties related to the matters contained in this Agreement and shall constitute the entire agreement between the parties with respect to the matters contained in this Agreement.

(d) **Modifications.** This Agreement shall not be modified except by a writing duly executed by the parties.

(e) **Severability.** The provisions of this Agreement are deemed severable and should any part, term, or provision of this Agreement be construed by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, and provisions will not be affected thereby.

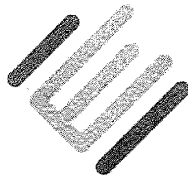


(f) No Waiver. No delay or failure on any party's part to enforce any right or claim which it may have hereunder shall constitute a waiver of such right or claim. Any waiver by any party of any term, provision, or condition of this Agreement, or of any subsequent default under this Agreement in any one or more instances shall not be deemed to be a further or continuing waiver of provision or condition or of any subsequent default hereunder.

(g) No Transfer or Assignment. The District may not transfer or assign its interest in the Agreement or any amount to be contributed pursuant to this Agreement without the express written consent of YE.

(h) Governing Law. This Agreement will be governed, interpreted and enforced in accordance with the laws of the state of Kansas, without regard to conflict of law provisions. The parties agree that any action or proceeding filed relating to this Agreement will be commenced and maintained exclusively in the state courts located in Sedgwick County, Kansas, or the federal courts located in the District of Kansas. Each of the parties hereby expressly consents to the exclusive personal jurisdiction of such courts for any such action or proceeding.

(i) Notices. All notices, approvals, or requests in connection with this Agreement shall be in writing and shall be deemed given when delivered personally by hand or one business day after the day sent by overnight courier (in each case with written confirmation of receipt or transmission, as the case may be) at the following address (or to such other address as a Party may have specified by notice to the other Party pursuant to this provision):



If to YE:  
Attn: Ian Roy  
PO Box 32165  
Los Angeles, CA  
90032

If to the District:  
Attn: Scott Reindl  
  
Anaheim Union High School District

(j) Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement or direction. Copies of signatures (whether facsimile or other electronic transmission) to this Agreement shall be deemed to be originals and may be relied upon to the same extent as the originals.

The parties have duly executed this Agreement as dated below but agree to make this Agreement effective as of the Effective Date.

**YOUTH ENTREPRENEURS, INC.**

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

By: *Tracey Andrist*

By:

Printed Name: Tracey Andrist

Printed Name: Dr. Jaron Fried

Title: COO

Title: Assistant Superintendent, Ed. Division

Date: 5/13/19

Date: 6/21/19

\_\_\_\_\_

**AGREEMENT**

**between the**

**ANAHEIM UNION HIGH SCHOOL  
DISTRICT**

**and the**

**ANAHEIM PERSONNEL AND GUIDANCE  
ASSOCIATION**

**for the period**

**August 8, 2016**

**through**

***the first Counselor work day of  
the 2019-20 school year***

Agreement for 2016-2019  
Board Approved: June 15, 2017

Reopener Agreement for 2017-2018  
Board Approved: June 14, 2018

Reopener Agreement for 2019-2020  
Board Approved: Pending

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	AGREEMENT	1-1
	1.1 Agreement	1-1
	1.2 Definitions	1-1
	1.3 Entire Agreement	1-1
2	RECOGNITION	2-1
3	MANAGEMENT RIGHTS AND RESPONSIBILITIES	3-1
	3.1 Reserved Rights	3-1
	3.2 Other Rights and Responsibilities	3-2
	3.3 Intentions	3-2
	3.4 Exercising Rights	3-3
	3.5 Disputes	3-3
	3.6 Professional Attire	3-3
4	ASSOCIATION RIGHTS	4-1
	4.1 Distribution and Posting of Materials	4-1
	4.2 Availability of Information	4-1
	4.3 New Hires	4-1
	4.4 District Counseling Meetings	4-1
	4.5 Publication of Agreement	4-1
5	REASSIGNMENT	5-1
6	WORK STOPPAGE	6-1
7	GRIEVANCE PROCEDURES	7-1
	7.1 General provisions	7-1
	7.2 Level I	7-1
	7.3 Level II	7-1
	7.4 Level III	7-2
	7.5 Level IV	7-2
	7.6 Arbitration	7-2
	7.7 Failure to Meet Time Limits	7-3
	7.8 Association Representation	7-3
	7.9 Confidentiality	7-4
	7.10 No Reprisals	7-4
	7.11 Grievance Files	7-4

8	LEAVES OF ABSENCE		8-1
	8.1	General Provisions	8-1
	8.2	Revocation of Leave	8-1
	8.3	Failure to Return to Assignment	8-1
	8.4	Application for Leave	8-1
	8.5	Notification of Return or Request for Extension	8-2
	8.6	Salary Advancement During Leave	8-2
	8.7	Personal Leaves of Absence Without Pay	8-2
	8.8	Tragedy Personal Necessity Leave	8-3
	8.9	Parental Leave	8-3
	8.10	Industrial Accident and Industrial Illness Leave	8-3
	8.11	Personal Necessity Leave of Absence	8-5
	8.12	Sabbatical Leave	8-6
	8.13	Sick Leave	8-7
	8.14	Short Term Personal Leave Without Pay	8-8
	8.15	Court Appearance	8-8
	8.16	Jury Duty	8-8
	8.17	Bereavement	8-8
	8.18	Health/Welfare Benefits While on Leave	8-9
	8.19	Partial Day Absences	8-9
	8.20	Extended Illness Leave	8-9
	8.21	Family Care and Medical Leave	8-10
	8.22	Notification of Sick Leave Accrual	8-10
	8.23	Catastrophic Leave	8-10
9	TRANSFER PROCEDURES		9-1
	9.1	Definitions	9-1
	9.2	Posting of Openings	9-1
	9.3	Voluntary Transfer for Posted Openings	9-2
	9.4	Involuntary Transfer	9-2
	9.5	Superintendent's Transfer	9-3
	9.6	Layoff and Tie Breaking Criteria	9-3
10	WORKING HOURS		10-1
	10.1	Hours – General	10-1
	10.2	Assigned Days of Work	10-2
	10.3	Counselor Meetings	10-2
	10.4	Counselor Professional Development	10-2
	10.5	Beginning of Semester Professional Development Schedule	10-2
11	PUPIL:COUNSELOR RATIO		11-1



12	EVALUATION PROCEDURES		12-1
	12.1	General Provisions	12-1
	12.2	Procedures	12-1
	12.3	Conditions	12-3
	12.4	Important Dates	12-3
13	SAFETY CONDITIONS		13-1
	13.1	Safe Working Conditions	13-1
	13.2	Responsibility	13-1
	13.3	Unsafe Conditions	13-1
	13.4	Physical Safety	13-1
	13.5	Reimbursement for Personal Loss and/or Damage	13-2
	13.6	Use of Force	13-3
14	WAGES AND ITEMS RELATED TO WAGES		14-1
	14.1	Salary – Counselors	14-1
	14.2	Salary – Extra Service Pay	14-1
	14.3	Salary Schedule Placement Advancement and Structure	14-1
	14.4	Extra Duty	14-4
	14.5	Travel Expenses	14-5
	14.6	Part-Time Employment	14-5
	14.7	Hourly Rate of Pay	14-6
15	HEALTH AND WELFARE		15-1
	15.1	Contributions by the District	15-1
	15.2	Insurance Committee	15-2
	15.3	Right to Contract	15-2
	15.4	Self-Insurance Plan	15-3
	15.5	Retirees	15-3
	15.6	IRS Section 125 – Flexible Benefit Plan	15-3
16	JOB SHARING		16-1
17	DISCIPLINE		17-1
	17.1	Personnel Files	17-1
	17.2	Process	17-1
	17.3	Notice of Progressive Discipline	17-2
	17.4	Right to Representation	17-2
	17.5	Removal of Unit Member From Extra Service Pay	17-2
18	SEPARABILITY AND SAVINGS		18-1
19	MISCELLANEOUS PROVISIONS		19-1
20	DURATION		20-1

Appendix A	2019-20 Student/Teacher Calendar	A-1
	2020-21 Student/Teacher Calendar	A-2
Appendix B	2018-19 Counselors' Salary Schedule	B
Appendix C	2018-19 Counselors' Extra-Service Pay	C
Appendix D	Sub Caller Procedure	D
Appendix E	English Learner Coordinator Stipend MOU	E
Appendix F	2019 Health & Welfare MOU (9/19/18)	F
Appendix G	Counselor Evaluation	G
Appendix H	Counselor Evaluation Committee	H
Appendix I	Pupil-to-Counselor Ratio	I
Appendix J	Counselor Job Description Committee	J
Appendix K	Counselor Staffing	K
Appendix L	Counselor on Special Assignment	L
Appendix M	School Counselor Job Description	M
Appendix N	Lead Counselor Job Description	N

## ARTICLE 1: AGREEMENT

### 1.1 Agreement

This Agreement is made and entered into this 14th day of June 2018 by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803, hereinafter referred to as the "District" or "Board" and the Anaheim Personnel and Guidance Association, hereinafter referred to as the "Association" whose address is 501 Crescent Way, Anaheim, California, P.O. Box 3520, Anaheim, California, 92803-3520.

### 1.2 Definitions

Whenever utilized in this Agreement:

"Working Day" shall mean any day in which the District Education Center is open for business.

"School Day" shall mean any day unit members covered herein are required to be on duty.

"Superintendent" shall mean the chief executive officer of the District or designee.

"Unit Member/Counselor" unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized or certified negotiating unit described in Article 1 - Recognition.

"Board" shall mean the Board of Trustees of the Anaheim Union High School District or its designees.

"Employee" shall mean any person employed by the District in any capacity, including unit members.

### 1.3 Entire Agreement

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

The Association agrees that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

## ARTICLE 2: RECOGNITION

For the term of this Agreement, the Board of Trustees of the Anaheim Union High School District recognizes the Anaheim Personnel and Guidance Association as the exclusive representative for the following unit:

Included: All regular contract certificated employees who are assigned with District policy 6301.35, Guidance Counselor.

Excluded: All management employees as defined and listed in Board policy; all classified employees; all supervisory and confidential employees; all casual or limited term personnel; all teachers; all nurses; all librarians; all categorically funded teachers; all hearing impaired resource employees; all occupational assessment employees; all itinerant vision resource employees; all substitutes; all temporary employees as defined in Education Code sections 44920 and 44918; all hourly certified personnel; and all summer school and home teachers.

The Association agrees that this represents the appropriate unit and it will not seek by any means, including but not limited to any PERB proceedings, to amend or change in any way the unit described herein. However, the Association shall have the right to seek unit clarification by PERB proceedings on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance provisions of Article 8.

ARTICLE 3: MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 Reserved Rights

All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:

- 3.1.1 The legal, operational, geographical, or organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
- 3.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements, imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
- 3.1.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
- 3.1.4 All services to be rendered to the public and to District personnel support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
- 3.1.5 The utilization of personnel not covered by this Agreement, including substitutes, temporaries, home teachers, provisional personnel, consultants, instructional aides, and supervisory or managerial personnel, to do work which is normally done by counselors covered hereby, in the event of work stoppage by counselors;

- 3.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and public with respect to such matters;
- 3.1.7 The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment, policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities; classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when, and where there is a job opening;
- 3.1.8 The job classifications and the content and qualifications thereof;
- 3.1.9 The duties, work contents, and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
- 3.1.10 The dates, times, and hours of operation of District facilities, functions, and activities;
- 3.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
- 3.1.12 The rules, regulations, and policies for all employees, students, and the public;
- 3.1.13 The retirement of employees for age or disability; and
- 3.1.14 The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

3.2 Other Rights and Responsibilities

All other rights of management and responsibilities not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.

3.3 Intentions

It is not the intention of the parties, in setting forth the above-mentioned rights and responsibilities of management, to detract or diminish in any way the rights of the Association or of counselors as expressly set forth elsewhere in this Agreement. It is the

parties' intention that the clear and explicit provisions of the other articles of this Agreement constitute the only contractual limitation upon the District's rights.

3.4 Exercising Rights

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's rights or preclude the District from exercising the right in a different manner.

3.5 Disputes

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 8 unless the dispute is otherwise grievable under another article of this Agreement.

3.6 Professional Attire

It is recommended that all counselors be professionally dressed when on duty and/or representing the District at any event.

3.6.1 Certificated bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.

3.6.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

## ARTICLE 4: ASSOCIATION RIGHTS

### 4.1 Distribution and Posting of Materials

The Association shall have the right to post notices matters of Association concern using District electronic mail via computer terminals located in individual counselor's offices. These notices may be posted during any non-duty time. The Association shall have the right to use the District mail service and individual counselor mailboxes so far as such use complies with the law. Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its origin. The Association will provide to the Superintendent and the site principal a complete copy of the material deposited in school mailboxes or posted on electronic mail.

### 4.2 Availability of Information

The District will make available to the Association a school board packet at least 72 hours in advance of a regularly scheduled Board meeting and 24 hours in advance of a special Board meeting.

### 4.3 New Hires

The Association will be provided with the names, addresses, and work sites of all new unit members within fifteen (15) days.

### 4.4 District Counseling Meetings

Except in extraordinary circumstances, the District will not schedule Districtwide counseling meetings after 3:00 p.m. If extra-service pay is involved, i.e., department heads, any reasonable time is acceptable.

### 4.5 Publication of Agreement

As soon as possible, the District shall provide copies of this Agreement to each member of the bargaining unit. The cost of the publication of any additional copies of this Agreement which are required by the Association shall be paid by the Association.



## ARTICLE 5: REASSIGNMENT

- 5.1 The parties recognize that it may be necessary to reassign unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. When such a reassignment becomes necessary at one or more schools, the Superintendent or designee will review such reassignment with all individuals involved and with the association president prior to a final decision.
- 5.2 In designating the unit member to be reassigned, the local administrator shall consider the following criteria: Reference 9.4.1.
- 5.3 A unit member who has been involuntarily removed from a counseling position and reassigned as a teacher because of enrollment adjustments, budgetary restrictions or curriculum needs will be given first consideration for reappointment to vacancies in counseling positions that occur within the District. Such special consideration will continue for a period of thirty-six (36) months.
- 5.4 If a reassigned unit member twice refuses an opening, the special consideration clause, paragraph 5.4 above, of this section shall be considered to have ended.  
  
This section shall not be applicable to reduction in force instituted under Education Code 44955.
- 5.5 No later than May 15 of the school year preceding the school year in which the reassignment will take place, a unit member being considered for reassignment shall be given written notice stating that it has been recommended that the unit member be reassigned for the ensuing school year, and stating the reasons for such recommendation.
- 5.6 The unit member shall have five (5) working days from the receipt of the notice of reassignment to request a meeting in writing with the Superintendent to determine if there is cause for the reassignment.
- 5.7 In the event a meeting is requested, it shall be conducted in closed session.
- 5.8 The meeting shall be held by May 15 and a final written decision of the Superintendent shall be given to the unit member by the last calendared student day of the school year.
- 5.9 Upon approval of the unit member involved, a copy of the decision will be sent to the Executive Board of the Anaheim Personnel and Guidance Association.

## ARTICLE 6: WORK STOPPAGE

- 6.1 Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article 8, disputes which are specifically not subject to the grievance provisions of Article 8, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and their respective officers, agents, representatives and responsible officials will do everything reasonably within their power to end or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.
- 6.2 The Association hereby agrees that neither it nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever against the District during the life of this Agreement.
- 6.3 Any counselor engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's normal operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline employees hereunder.
- 6.4 Also, in the event that the Association, members, agents, representatives, counselors or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article 8, the Association, and the counselors represented therein, shall be deemed to have waived the right to process the grievance and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

## ARTICLE 7: GRIEVANCE PROCEDURES

### 7.1 General Provisions

A grievance is defined as a statement by a counselor that the District has violated an express term of this Agreement and that by reason of such violation his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. Formal level hearings, if any, may be conducted in compliance with Rule 22 of the rules for voluntary arbitration of the American Arbitration Association if deemed advisable by the Superintendent.

Upon request by a counselor, the Association shall be entitled to represent such person in matters involving discipline or discharge of the counselor, and to accompany such person to review the counselor's personnel file.

### 7.2 Level I

Before filing a written grievance, the grievant shall make a reasonable attempt to resolve the complaint by means of a conference with his/her immediate administrator.

### 7.3 Level II

Within fifteen (15) school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the appropriate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the fifteen (15) day time limit shall begin to run on the date upon which either the grievant or Association knew, or could with reasonable diligence, have known of the occurrence.

The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Within five (5) days of the filing of the grievance, the appropriate administrator shall hold a meeting with the grievant or with the grievant and his/her representative. The administrator shall communicate a decision to the employee in writing within five (5) school days after the grievance meeting, and such action will terminate Level II.

#### 7.4 Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Superintendent or designee. Such appeal must be made within five (5) school days of the termination of Level II.

The appeal shall include a copy of the original grievance, the decision rendered at Level II and a clear, concise statement of the reasons for the appeal. Level II hearings shall be held within ten (10) school days of the receipt of the appeal from Level II.

The Superintendent or designee shall communicate a decision in writing five (5) school days after the date of the Level III hearing, and such a decision will terminate Level III.

#### 7.5 Level IV

If the Level III decision does not settle the grievance, the grievant may, within five (5) school days after the Level III decision is rendered, present to the Board of Trustees, through the Superintendent, a request for a hearing. Within fifteen (15) school days following the request for a hearing, the Board of Trustees, or a committee composed of a minimum of two (2) trustees, shall conduct a hearing of the grievance. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. The decision of the Board of Trustees will be communicated in writing to all parties.

#### 7.6 Arbitration

##### 7.6.1 Submission to Arbitration

If the Association is not satisfied with the decision at Level IV, the grievance may be submitted, by the Association, to Arbitration, provided that notification of submission to Arbitration is given to the Superintendent within ten (10) days of the Association's receipt of the Level IV decision.

##### 7.6.2 Selection of Arbitrator

The Association and the District shall agree upon an Arbitrator. If no agreement is reached within 10 days, the parties shall request the American Arbitrator Association to administer the selection of the Arbitrator in accordance with its rules.

##### 7.6.3 Hearing: Arbitrator's Decision

The Arbitrator selected in accordance with Paragraph 7.6.2 above shall conduct a hearing. The Arbitrator shall hear the issues presented and shall tender a decision promptly.

7.6.4 Fees and Expenses

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

7.6.5 Statement of Issues

The Arbitrator shall be limited to deciding the issues submitted. If the parties cannot agree upon a statement of issues, the Arbitrator shall determine the issues. In cases of procedural disputes, the Arbitrator shall be empowered to rule on such disputes.

7.6.6 Rules of Procedure

Upon agreement of the parties, the Arbitrator may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of Arbitrators.

The decision of the Arbitrator shall be binding on the Association, the District and the grievant.

7.7 Failure to Meet Time Limits

If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievance may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level II as a result of the summer recess.

7.8 Association Representation

The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings beyond the formal level. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its view on the matter.

7.9 Confidentiality

In order to encourage a professional and harmonious disposition of unit members' complaints, it is good that from the time a grievance is filed until it is completed, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

7.10 No Reprisals

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

7.11 Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

## ARTICLE 8: LEAVES OF ABSENCE

### 8.1 General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

A leave protects the unit member by holding a place for such member in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. There is, however, no assurance that when a leave of absence necessitates a long-term replacement, a semester or longer or a short-term leave that has been extended beyond a semester, that the return assignment will be in the school or administrative site where such member was assigned when the leave was authorized.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the counselor.

Part-time regular employees shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

### 8.2 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Director, Human Resources, upon evidence that the cause for granting it was misrepresented or has ceased to exist.

A unit member may request to return from leave prior to the agreed upon expiration of the leave. The District will consider the request and approve the revocation of the leave if a vacancy is available but there is no right to return to the unit member's school or administrative site.

### 8.3 Failure to Return to Assignment

Any counselor who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation.

### 8.4 Application For Leave

8.4.1 Leaves Other Than Sabbatical: A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in July must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January

must be received on or before the preceding November 15. At the discretion of the Director, Human Resources, the aforementioned deadline may be waived.

#### 8.5 Notification of Return or Request for Extension

The following procedures shall be adhered to relative to return from leaves of absence and/or requests for extension of leave:

8.5.1 District Notification: On or before February 1, October 15 for the first semester leaves, of the semester nearest and preceding the expiration of the leave of absence, the District shall notify the unit member who is on a leave of absence that his/her position is being held pending notification of request for extension of leave or notification of intention to return from leave. Such notification shall be sent by U.S. mail to the unit member's last known address.

8.5.2 Unit Member Response: On or before March 1, November 15 for the first semester leaves, the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave.

Unit members must inform the district in writing of their intention to return from leave or to extend the leave and provide all required documentation.

In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position. Failure to respond or return from leave will be considered job abandonment per Article 8.3. In addition unit members on an unauthorized leave will be immediately be placed on unpaid status.

#### 8.6 Salary Advancement During Leave

A unit member granted a leave of absence, other than sabbatical leave, military leave, or Peace Corps leave, shall not be advanced on the salary schedule unless s/he has completed the school year according to law. A unit member granted a sabbatical, military, or Peace Corps leave shall be eligible for advancement on the salary schedule.

#### 8.7 Personal Leaves of Absence Without Pay

The Board of Trustees, at their sole discretion, may grant up to one (1) year's leave of absence without pay to unit members for the following reasons:

8.7.1 Health

8.7.2 Maternity, Paternity and Adoption

8.7.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.



8.7.4 Child care

8.7.5 Compelling family matters / personal necessity

Leaves shall have the prior approval of the principal. All such unpaid leaves may, upon request, be extended for one (1) additional complete semester or school year. With the exception of leaves of absence granted by state or federal law, leaves shall be limited to a maximum of two (2) years within a five (5) year period of time. Requests for leaves of absence under this provision shall not be arbitrarily or capriciously denied.

With the exception of maternity leave, sick leave, bereavement, industrial accident/illness, leaves of absence shall be limited to permanent unit members.

8.8 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse or ~~dependent~~ child. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.

8.9 Parental Leaves

8.9.1 Upon request, pregnant unit members shall be granted paid maternity leave for up to six weeks after the birth of a child. Said Additional maternity leave of up to six weeks shall be unpaid ~~unless~~ except that unit members have ~~may utilize~~ accumulated sick leave (under 8.11.1) or extended sick leave (under 8.20) ~~which may be utilized during that time.~~ Maternity leave will be provided in accordance with existing law.

8.9.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to one twelve-week leave during any twelve-month period and shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) during that time. Parental leave will be provided in accordance with existing law.

8.10 Industrial Accident and Industrial Illness Leave

8.10.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 44984 and this rule.

8.10.2 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for

each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

- 8.10.2.1 The employee has probationary or permanent status.
- 8.10.2.2 The Superintendent or his/ her designated representative has determined that the illness or injury was directly related to the performance of his/her duties while in the employment of the Anaheim Union High School District.
- 8.10.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an industrial accident and industrial illness leave for each such accident provided that neither the number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.
- 8.10.4 Industrial accident and industrial illness leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the industrial accident and industrial illness leave policy. Any absence that cannot be so verified shall be charged against the unit member's leave.
- 8.10.5 Should the unit member's absence, due to an industrial injury or industrial illness, extend beyond sixty (60) consecutive working days, the unit member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used, whichever is sooner.
- 8.10.6 During any period a unit member is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the unit member's leave balances shall be as follows:
  - 8.10.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
  - 8.10.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any unit member who is absent because of work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of the Education Code.)

8.10.7 A unit member while receiving industrial accident and industrial illness leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the State.

8.10.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

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

#### 8.11 Personal Necessity Leave of Absence

Unit members may use up to ten (10) days accumulated sick leave without stating a reason for personal necessity, provided the number of personal necessity days does not exceed the number of days of unused sick leave.

Permissible personal necessity use:

8.11.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.

8.11.1.1 Accident or serious illness involving his/her personal property, or person or property of his/ her immediate family.

8.11.1.2 Court appearance as a litigant or as a witness under order.

8.11.1.3 Religious observances.

8.11.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.

8.11.1.5 Becoming a parent by adoption, surrogate or paternity.

8.11.1.6 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

8.11.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

- 8.11.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, work slowdown or concerted activity of any kind.
- 8.11.4 A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his/her accumulated sick leave.

8.12 Sabbatical Leave

A sabbatical leave of absence may be granted to any unit member only to the extent that the same will benefit the schools and pupils thereof, for not less than one (1) semester nor more than one (1) school year under the following conditions:

- 8.12.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leave of absences, while not counted as a "year of service" do not constitute a break in consecutive years of service.
- 8.12.2 A leave may be granted for the following reasons:
  - 8.12.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.
  - 8.12.2.2 Travel - Engage in foreign or domestic travel during each semester.
  - 8.12.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.
  - 8.12.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.
- 8.12.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District office location in which service was being rendered at the time of making application for leave, subject to Article 9.
- 8.12.4 A "Sabbatical Leave Group," composed of unit members of the District, shall be appointed by the Superintendent. At least fifty percent (50%) of the members of this group shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purpose of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.

8.12.5 The number of sabbatical leaves granted for any school year shall be at the sole discretion of the Board of Trustees. If the Board determines to grant sabbatical leaves it shall grant no fewer than one such leave if requested by unit member(s).

8.12.6 The unit member must provide a surety bond.

8.12.7 The unit member shall agree to serve twice the period of the leave following return to the District.

8.12.8 Should sabbatical leaves be offered, the following timeline will be in effect:

Notices will be sent to all unit members by mid-October.

Proposals will be due at the District no later than the first working day in December.

The Committee will meet to select unit members for sabbatical leave, for the following school year, by the last working day in December.

The Board will be asked to approve selected sabbatical leave requests at a regularly scheduled meeting during the month of January.

Approved applicants will be notified of the Board's action by the first working day in February.

### 8.13 Sick Leave

A unit member who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

Members of the bargaining unit employed five (5) days a week shall be entitled to eleven (11) days leave of absence for illness or injury for a year of service. Members of the bargaining unit employed less than five (5) days a week for a year of service shall be entitled to that proportion of eleven (11) days leave of absence for illness or injury as the number of days of employment per week bears to five (5). Unused sick leave shall be accumulated from year to year.

Counselors shall use the Sub Caller to report absences (see Appendix D for instructions).

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

Members of the bargaining unit must notify the District of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

A unit member returning from absence must contact the school or site by 2:00 p.m. of the day preceding the day of intended return. If s/he is unable to make a determination before 2:00 p.m., the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute counselor for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.

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

8.14 Short Term Personal Leave Without Pay

An excused absence without pay for a unit member may be approved for five (5) days by the principal or certificated supervisor. Upon recommendation of the principal or administrative supervisor, the superintendent or designee, may authorize an excused absence without pay for unit members up to ten (10) days.

8.15 Court Appearance

A unit member shall be granted up to three (3) days of absence with full pay because of necessary appearance in court (other than as a litigant) or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the unit member.

8.16 Jury Duty

The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty. Unit members who elect to contribute their fees to the county in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the county. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty days prior to or subsequent to proving jury duty compensation on a form provided by the District or the Court.

8.17 Bereavement

The District agrees to grant necessary leaves of absence with pay at the unit member's regular rate not to exceed three (3) days, or five (5) if 300 miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit.

"Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the unit member, and like relatives of spouse, or any person living in the immediate household of the unit member.

Bereavement leave shall be limited to a three (3) or five (5) day period following the date of the death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the unit member will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

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

Unit members shall be required to complete the standard form provided by the payroll department to verify the reason for the absence. The District may require satisfactory proof of the nature, extent, and duration of the bereavement leave if it believes a unit member is abusing the use of bereavement leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.18 Health/Welfare Benefits While on Leave

A unit member on Board approved leave of absence without pay, may participate in the District's health and dental insurance benefit program at the unit member's own expense provided all costs are paid in advance quarterly. Such coverage shall terminate upon the first day of the month immediately preceding the date that an employee attains age sixty-five (65), or becomes eligible.

8.19 Partial Day Absences

A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated sick leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted.

8.20 Extended Illness Leave

Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy, shall receive fifty percent (50%) of salary or the

difference between the unit member's salary and the salary of the substitute, whichever is greater, for a period not to exceed five (5) school months per illness or accident. If the school year terminates before the five month period is exhausted, the employee may take the balance of the five month period in a subsequent school year. In order to qualify for differential pay, unit members shall first utilize all accumulated sick leave credit. Extended illness must be on the basis of a recognized medical doctor's statement.

#### 8.21 Family Care and Medical Leave

All unit members are eligible for leave under this provision. Leave shall be granted upon request of a unit member because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or the placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. As used in this section, "family" includes all persons listed in 8.17 of this Agreement, and "serious health" is any illness injury, impairment, or physical or mental condition. Leave under this section may be as long as twelve weeks or as short as one work day. Such leave shall entitle the unit member to all economic benefits of employment except for salary on the same basis as if the unit member were not on leave. Leave under this section shall run concurrently with other leaves available under the provisions of this Agreement.

#### 8.22 Notification of Sick Leave Accrual

The District shall provide a written notice of sick leave accrual to each bargaining unit member during the month of September.

#### 8.23 Catastrophic Leave

Unit members may participate in the District Catastrophic Leave Program by ~~are permitted to irrevocably donating~~ accrued sick leave credits for ~~to be used by other employees who experiences a catastrophic personal illness or accident injury.~~ Donations made under this Catastrophic Leave Program shall be strictly voluntary.

#### Definitions

- 8.23.1 "Catastrophic illness or /accident injury" means illness or non-work related injury ~~ies~~ due to an accident that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off with the exception of extended illness leave.
- 8.23.2 "Eligible leave credits" ~~mean~~ are sick leave days accrued ~~by~~ to the ~~donating~~ unit member and donated to the Catastrophic Leave Program.
- 8.23.3 The "Sick Leave Bank" ~~represents~~ shall be comprised of donated eligible leave credits.



- 8.23.4 ~~The “Open Enrollment” period is established as~~ shall take place annually during the month of October; each year.
- 8.23.5 The “Board” means the District Board of Trustees, Superintendent, or designee.
- 8.23.6 The “Sick Leave Bank Committee” or “Committee” shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME), the Mid-Managers Association, and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.
- 8.23.7 “Enrolled Member” means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.

#### General Provisions

- 8.23.8 To ~~establish enrollment~~ become an Enrolled Member, a permanent employee must initially donate at least one (1) sick-eligible leave day credit to the Sick Leave Bank. Thereafter, an Enrolled Member Employees must then donate at least one (1) sick-eligible leave day credit per to the Sick Leave Bank every year during the Open Enrollment period to maintain eligibility unless donations have been suspended pursuant to Article 8.23.26. Failure to make a required annual donation during Open Enrollment shall result in removal of the unit member from the Catastrophic Leave Program and shall terminate his or her status as an Enrolled Member.
- ~~8.23.9 From implementation of this program through October 1998, any permanent employee who is absent due to a catastrophic illness and has exhausted all eligible leave credits may participate in the Catastrophic Leave Program without a donation.~~
- ~~8.23.10 This Program will not be operational until the total sick leave days reaches 100.~~
- 8.23.911 The Sick Leave Bank is available to all ~~participating permanent employees~~ Enrolled Members for use during their work year. Twelve--month employees may apply to use the Sick Leave Bank year--a-round. All other employees are eligible according to their regular work year.
- 8.23.102 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible, ~~have a~~ must ~~waiting period of sixty (60) duty days after they enroll before becoming eligible to withdraw from the Sick Leave Bank.~~
- ~~8.23.11~~ 3 The Sick Leave Bank cannot be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave (Article 8.11), (2) catastrophic leave (Article 8.23), (3) extended illness leave (Article 8.20).

- 8.23.124 The maximum amount of time for which donated ~~sick-eligible~~ leave credits may be used is 25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of 50 days.
- 8.23.135 This Catastrophic Leave Program may not be used if the ~~employee-Enrolled Member~~ applies for or has purchased any other benefit or disability insurance program or income protection program, either public or private, unless the total benefit is less than 100% of the ~~employee's-Enrolled Member's~~ basic salary. ~~Employees-Enrolled Members~~ having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.
- 8.23.164 The receipt of a donated ~~sick-eligible~~ leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, ~~or~~ income protection plan, or a combination of District income and income protection plan, shall not provide the ~~recipient-Enrolled Member~~ with a greater monthly District income/fringe benefit contribution than he/or she received ~~immediately~~ prior to the receipt of catastrophic ~~sick-leave~~.
- ~~8.23.157~~ An ~~employee-Enrolled Member~~ who receives donated ~~sick-eligible~~ leave credits shall use any personal leave credits, ~~including vacation~~, that he or she continues to accrue on a monthly basis prior to receiving/or using additional donated ~~sick-eligible~~ leave credits from the Sick Leave Bank.
- 8.23.168 Requests for donated eligible leave credits from the Sick Leave Bank ~~credits~~ must be made in increments of five (5) days.
- 8.23.179 If more than one (1) applicant is being considered at the same time and there are not enough days in the Sick Leave Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted pursuant to Article 8.23.34.
- ~~8.23.20~~ ~~Member employees may make additional donations to a specific employee who has a catastrophic illness. These donations may be made at any time during the year. Any unused donations beyond those authorized by the committee will be returned to the Bank.~~
- ~~8.23.218~~ Any fraudulent or inappropriate use of ~~donated days~~ the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all ~~donated days~~ eligible leave credits to the Bank. The ~~employee-Enrolled Member~~ will be ~~held~~ responsible for returning any resulting overpayment of wages to the District. In its discretion, the District may take other appropriate action against an Enrolled Member who fraudulently or inappropriately uses the Catastrophic Leave Program.

8.23.19~~22~~ Any unused ~~donation-eligible~~ leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including ~~direct donations to specific employees as stated in 8.23.20~~ pursuant to Article 8.23.34.

8.23.20~~3~~ The ~~employee~~ Enrolled Member must waive any and all claims against the Board, District and its officers and employees, arising from the administration of the ~~Sick Leave Bank~~ Catastrophic Leave Program.

8.23.21~~4~~ The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

#### Donating to the Sick Leave Bank

8.23.22~~5~~ Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) ~~sick leave day~~ eligible leave credit.

8.23.23~~6~~ All transfers of eligible leave credits are irrevocable.

8.23.24~~7~~ ~~Employees~~ Enrolled Members may donate up to three (3) full days of eligible leave credits per school year, except as provided in Article 8.23.34. ~~Employees~~ In all cases, Enrolled Members must have at least ten-eight (108) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent or designee.

8.23.25~~8~~ Donations to the Sick Leave Bank are general donations ~~and cannot be donated to a specific employee with the exception of 8.23.20.~~

8.23.29~~6~~ When and if the donated ~~sick-eligible~~ leave credits in the Sick Leave Bank reach a total of 2,000 actual days, the ~~e~~Committee may suspend donations for one (1) year for all ~~current member~~ existing Enrolled Members. New members, however, ~~may~~ must donate one (1) eligible leave credit to enter the Catastrophic Leave Program.

#### Utilizing Credits from the Sick Leave Bank

Eligible leave credits may be requested, in writing to the Assistant Superintendent, Human Resources, from the Sick Leave Bank for a catastrophic illness or ~~accident~~ injury if all of the following requirements are met.

8.23.27~~30~~ The employee must be a ~~member of the Sick Leave Bank~~ an Enrolled Member before requesting ~~sick-donated~~ eligible leave credits.

8.23.28~~31~~ The ~~employee who is suffering from a catastrophic illness or accident~~ Enrolled Member must provides verification of catastrophic illness or injury as required by the Superintendent or designee.

8.23.329 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or ~~accident~~injury.

8.23.303 The Superintendent or designee may require verification of the need for sick catastrophic leave ~~days~~ beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.

8.23.314 The Sick Leave Bank Committee determines that the ~~employee~~Enrolled Member is unable to work due to the ~~employee's~~Enrolled Member's catastrophic illness or ~~accident~~injury.

8.23.325 The ~~employee~~Enrolled Member has exhausted all accrued paid leave credits ~~with the exception of extended illness leave~~. See also Article 8.23.11.

8.23.336 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the ~~employee's~~Enrolled Member's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

#### Direct Donation

8.23.34 Notwithstanding any other provision of Article 8.23, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Article 8.23.17, or (2) an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Article 8.23.12. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

#### Conditions, Illnesses, and Injuries Not Covered

8.23.357 Conditions, illnesses, or accidents ~~injuries~~ resulting from the commission of a felony, elective cosmetic surgery, or stress are not covered. ~~Also not included are~~ Conditions, illnesses, or injuries ~~illnesses or accidents which may be covered under the Workers' Compensation Program~~ are also not covered.

## ARTICLE 9: TRANSFER PROCEDURES

### 9.1 Definitions

#### 9.1.1 Transfer

A transfer is defined as the relocation of unit members from one school to another school, from one District administrative department to another administrative department, or between a school and a District administrative department. Transfers fall into two categories: (1) Voluntary transfers that are initiated at the request of the unit members, and (2) involuntary or administrative transfers that are initiated by the District.

#### 9.1.2 Seniority

For the purposes of the transfer Article, the term “seniority” shall mean the unit members total continuous service to the District in a certificated counseling position, beginning with the first (1<sup>st</sup>) day of paid service as a probationary counselor. The Board shall maintain an up-to-date seniority list, which for purposes of this Article shall be the “order of employment list” required by Education Code Section 44845. This list shall be sent to the association by November 1 of each school year.

### 9.2 Posting of Openings

9.2.1 An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than by a substitute or temporary employee.

9.2.2 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) school days after posting. In the event an opening for the current school year becomes available within two (2) weeks prior to the start of the school year or thereafter, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be sent to all members of the Association.

9.2.3 An opening, for posting purposes, is not created when a permanent or probationary employee is on a paid or unpaid leave of absence or a one semester opening exists.

9.2.4 Any unit member may apply for such openings by submitting the Interschool Transfer Request form to the principal of the school where the vacancy exists within the time limit specified above in Article 9.2.2.

9.2.5 Posting errors shall not be submitted to grievance. The error shall be corrected prior to filling the openings.

9.3 Voluntary Transfer for Posted Openings

- 9.3.1 Requests for voluntary transfers for posted openings may be made by submitting an interschool transfer request to Human Resources. The Superintendent or designated representative will give consideration of the transfer request but may deny it if, in his/her opinion, such transfer is not in the best interest of the District.
- 9.3.2 The filing of a request for transfer is without prejudice. It does not jeopardize the applicant's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been effected.
- 9.3.3 When an opening is posted, a unit member may request a transfer by submitting an interschool transfer request to Human Resources. The principal or administrative department supervisor will consider the transfer request prior to filling the opening. A unit member may submit as many requests for transfer as desired.
- 9.3.4 A unit member who requests transfer to an available position and is denied, may be provided a written statement, if so requested by the employee.

9.4 Involuntary Transfer

- 9.4.1 The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows when designating the unit member to be reassigned:

The following process and tie-breaking criteria will be applied in the event a counselor needs to be reassigned to another location due to a surplus situation.

If a reassignment of one (1) or more counselors is necessary at a site, the following process will occur:

1. Unit members at the affected site(s) shall be provided a list of vacancies by the District and given the opportunity to volunteer for reassignment.
2. If there are no volunteers, tie-breaking criteria will be used to determine who will be reassigned.
3. Should two or more counselors volunteer to be reassigned; the tie-breaking criteria listed below will apply to determine who has the first opportunity to be reassigned.
4. Unit members will be provided an opportunity to list their top three site preferences. This applies to volunteers and non-volunteers. A specific site cannot be guaranteed.
5. Once a counselor decides to voluntarily be reassigned, the counselor cannot change this decision.

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

1. Current service as a Lead Counselor. (If the principal at a school site designates "co-lead counselors", he/she will designate one of them as the "primary" lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
2. Seniority as counselor at the current site as determined by the most recent date assigned to the current site by the District.
3. Seniority as a counselor in the District, as outlined in 9.1.2.
4. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
5. Length of additional paid full-time prior service to the District in a certificated position.
6. Length of additional paid full-time prior service in a certificated position outside of the district.
7. Length of additional paid full-time prior service to the District in a non-certificated position.
8. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
9. If the criterion above does not break a tie, a lottery will be used to determine who will be reassigned.

The Association President will be notified of all site openings prior to the District notification of reassignment

9.4.2 The Association President will be notified of all involuntary transfers.

9.4.3 Upon written request, an opportunity will be provided for the unit member to meet with the administrator recommending the transfer and be advised of the reasons for such recommended transfer.

9.4.4 No unit member shall be transferred arbitrarily or capriciously.

#### 9.5 Superintendent's Transfer

In situations not provided for herein, the Superintendent's power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

#### 9.6 Layoff and Tie Breaking Criteria

In the event that there is a tie between two or more counselors with the same seniority date as a counselor, the following criteria will be used in the priority order indicated below to determine who will be laid off:

1. Seniority as counselor in District.
2. Current service as a Lead Counselor. (If the principal at a school site designates “co-lead counselors”, he/she will designate one of them as the “primary” lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
3. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
4. Length of additional paid full-time prior service to the District in a certificated position.
5. Length of additional paid full-time prior service in a certificated position outside of the district.
6. Length of additional paid full-time prior service to the District in a non-certificated position.
7. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
8. If the criterion above does not break a tie, a lottery will be used to determine who will be laid off.



## ARTICLE 10: WORKING HOURS

### 10.1 Hours - General

The District recognizes that the varying nature of a counselor's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. The minimum school-based assignment hours are as follows:

Counselors should be available in their office every day for students and parents before school and after school for the duration of the school year. Exception may be made by mutual agreement between the unit member and site administration based on the specific needs of the school.

Unit members must be on duty at least thirty (30) minutes before the beginning of the first class session and remain on duty for a reasonable length of time after the close of the student's regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs after reasonable prior consultation with the unit member. These modifications may not be of a permanent and/or continuing nature.

Each unit member shall receive a daily duty-free lunch break of not less than thirty (30) minutes, as scheduled by the immediate administrator except when there are unscheduled fire drills or other such emergencies as determined by the principal of each school. Lunch supervision shall be limited to no more than one student lunch period per day.

Minimum school-based assignment hours shall be applicable to every scheduled school day, including minimum pupil days, inservice days and the like. These minimum school-based assignment hours may be modified by mutual agreement between the immediate administrator and counselor.

In addition to assigned counseling duties, as described in the counselor's job description, counselors shall perform their duties, many of which will occur outside of the minimum school-based assignment hours. Other such duties may include supervising pupils within and outside class hours; supervising and providing leadership of pupil organizations and activities as assigned; cooperating in parent, community and open house activities; serving on committees providing advice and service to the District; and participating in approved development programs.

In assigning the duties as set forth in the preceding paragraph, site administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious, or vindictive manner.

In the event of a work stoppage, no counselor shall be required to substitute for any teacher.

10.2 Assigned Days of Work

The total number of assigned annual days of work for regular full time counselors is 198. These days will be served consecutively whenever practicable as determined by the principal/designee after consulting with the unit member. Any extra days of assignment will be paid on a per diem basis.

The start and end dates for the 2015-16, 2016-17, and 2017-18 work years will be as follows (these dates are subject to change if the teacher work year is revised):

<b>YEAR</b>	<b>START DATE</b>	<b>END DATE</b>
2015-2016	July 22, 2015	May 27, 2016
2016-2017	July 20, 2016	May 26, 2017
2017-2018	July 19, 2017	May 25, 2018

In general, counselors will start their work year 13 days prior to the teacher start date and will end their work year on the last teacher work day. Site principals and counselors will have flexibility to make adjustments as necessary.

10.3 Counselor Meetings

Whenever practicable, as determined by the District, mandated counselor meetings shall be held during normal school hours.

10.4 Counselor Professional Development

Two (2) days will be provided by management for specific training for counselors. These days will be during the regular 198 day contract period. The professional development training will relate directly to day-to-day counselor services at the school site. Counselors' attendance at these two (2) professional development days is not optional and will be supported by site administration. Exceptions can be made in case of a school site emergency which requires the counselor(s) to be present (e.g. to provide support in case of a death of a student or staff member or for other emergency situations affecting a school site). Unit members who do not attend a professional learning day may not use personal necessity referenced in 8.11.4. Unit members will also be required to participate in a make-up session that is of the same nature and quality to recoup the lost learning opportunity.

10.5 Beginning of Semester Professional Development Work Schedule

Counselors may be excused from the staff professional development meeting(s), which are held prior to the start of each semester. Principals and school counselors will confer within two weeks prior to the start of each semester to discuss counselor participation at any part of these meetings that involves school wide staff participation.

## ARTICLE 11: PUPIL-TO-COUNSELOR RATIO

The Board of Trustees shall determine and regulate the ratio of pupils to counselors in relation to the total responsibilities, powers, and rights imposed upon, vested in, and reserved to, respectively, the Board by law.

- 11.1 The Board will continue its efforts to maintain staffing patterns that will avoid State penalties.
- 11.2 The Board shall promote counselor caseloads which are within the best interests of the students concerned.
- 11.3 The Board of Trustees agrees that it shall not arbitrarily or capriciously assign abnormally or unreasonably large counselor caseloads within the District.

Though the Board reserves the power to amend the pupil-to-counselor ratio for the ensuing school year at any time during the preceding school year as deemed appropriate, the Board is also cognizant of the effects of this ratio upon the jobs of counselors and the value of counsel with all employees, whether performing direct or indirect services to pupils, as well as factors enumerated herein above. Therefore, the District agrees to consult with all affected unit members prior to making changes in the pupil-to-counselor ratio, unless the need for change be deemed an emergency by the Board. If the Board determines that an emergency exists, it shall notify the Association in writing of its decision. The decision of the Board, following consultation, shall remain solely a decision of the Board.

## ARTICLE 12: EVALUATION PROCEDURES

### 12.1 General Provisions

The District retains sole responsibility for the evaluation and assessment of performance of each counselor, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

### 12.2 Procedures

The principal or designated administrative representative shall conduct the evaluation. Unscheduled evaluations may be made at any time during the school year at the discretion of the principal.

12.2.1 All non-permanent unit members will be evaluated annually and all permanent unit members at least every other year, using the School Counselor Performance Evaluation (Appendix G). Unit members with permanent status who have been employed at least ten (10) years with the District and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every five (5) years, if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, the evaluator shall provide the employee a written notice within the first two weeks of the beginning of the school year. The final evaluation conference shall be conducted no later than two weeks prior to the end of the school year for unit members and necessary forms forwarded to the Certificated Human Resources Office not later than June 15. The final evaluation should reflect in writing whether or not the unit member has been recommended for re-employment.

12.2.2 Prior to September 1st of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference and review annual agreement (Appendix G-5) and Counselor Core Curriculum Template (Appendix G-9). They will identify the types of multiple measures and various examples of evidence that will assist the evaluator in evaluating the employee on the elements within the 13 standards. They will decide upon the types of evidence that needs to be observed or collected and indicating which types of evidence will be helpful to demonstrate proficiency levels. Once the multiple measures are identified, the evaluator will assess the employee's practices during the year and use evidence collected to help determine progress and feedback.

12.2.3 The purpose of the preliminary evaluation conference shall be to review the element and planned activity to be achieved in the following required areas of evaluation:

12.2.3.1 Standard 1: The professional school counselor plans, organizes and delivers the school counselor program.

- 12.2.3.2 Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.
  - 12.2.3.3 Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of education and career plans.
  - 12.2.3.4 Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.
  - 12.2.3.5 Standard 5: The professional school counselor provides system of support through effective school counseling program in collaboration with school staff.
  - 12.2.3.6 Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.
  - 12.2.3.7 Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery services of the school counseling program and solicits feedback to support program design.
  - 12.2.3.8 Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.
  - 12.2.3.9 Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.
  - 12.2.3.10 Standard 10: The professional school counselor uses time and calendars to implement an efficient program.
  - 12.2.3.11 Standard 11: The professional school counselor develops a result-based evaluation for the program.
  - 12.2.3.12 Standard 12: The professional school counselor conducts a yearly program audit.
  - 12.2.3.13 Standard 13: The professional school counselor is a student advocate, leader, collaboration and a system change agent.
- 12.2.4 Following the preliminary evaluation conference, the evaluatee will be given a typed copy of the School Counselor Performance Evaluation. The signatures of the evaluator and evaluatee shall appear on this form. The evaluatee's signature indicates that the evaluatee has read the document.

- 12.2.5 The evaluatee shall be observed ongoing throughout the year based on the 13 Standards. Mid-Year Checkpoint for Permanent Employees the District will make a good faith effort to meet with permanent employees prior to February 1st. At this time, the evaluator will meet with the employee to share insights on the practices that have been observed and evidence collected during the year for the standards. The employee may choose to bring additional artifacts to the meeting. During the discussion, the evaluator will determine the degree to which an employee's performance meets a defined level on the AUHSD School Counselor Performance Rubric (Appendix G11). The Continuum will be reviewed so that the employee can see which practices need to be refined and extended in order to obtain growth in the elements being assessed. Progress will be noted on the School Counselor Performance Evaluation that was discussed during the goal setting meeting and the element ratings for the standards may be completed during the conference or after the conference. This is the time that professional development goals can be identified and other resources discussed to enable the teacher to pursue avenues for growth.
- 12.2.6 Report of Observation of first and second year certificated unit members will be conducted each school year.
- 12.2.7 Observation Process - While all employees will be observed during the year in meeting their roles and responsibilities as described in their respective continuums, counselors will also be formally observed in the classroom setting delivering their counseling core curriculum. Evaluators will use the Reflection Sheet (Appendix G-10) Conference Summary to summarize learning during the observation. After the observation, counselors will attend a conference within five working days to obtain feedback.
- 12.2.8 The School Counselor Performance Plan shall be utilized for overall routine evaluation of unit members. All sections of these forms must be completed accurately. The certificated unit member shall have a conference with the appropriate administrator whenever the School Counselor Performance Plan is utilized. The evaluator/evaluatee is to sign the original and all copies of these reports. The original is retained by the school, one (1) copy is sent to the District Certificated Human Resources office and one (1) copy is retained by the evaluatee.
- 12.2.9 In the event that the member receives a review of developing or unsatisfactory a Counselor Performance Improvement Plan will be utilized see appendix G-24.

### 12.3 Conditions

- 12.3.1 The evaluator must maintain on file each completed evaluation form.
- 12.3.2 All monitoring or observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member.

- 12.3.3 Matters which will be used to evaluate a unit member will be brought to the attention of the unit member in writing within a reasonable period of time following the dates the administration first becomes aware of such facts. This may involve progressive discipline.
- 12.3.4 Upon request, a unit member shall be entitled to have a representative of his/her choice present when s/he is subject to disciplinary action. A request for such representation is made, any conference will be held within a period of time not to exceed five (5) school days in order that such a representative may have an opportunity to be present. Nothing in these procedures exempts the unit member from the basic responsibilities as described in his/her job description.
- 12.4 

<u>Important Dates</u>	<u>Requirements</u>
September 1	Evaluation system explained to all appropriate unit members and distribution of necessary forms.
	Preliminary evaluation conference to develop elements and planned activities.
End of First Quarter	Report of Observation completed for appropriate unit members.
End of Second Quarter	Report of Observation completed for appropriate unit members.
Two weeks prior to the end of the school year	Final evaluation conference.

By the last day of school Necessary forms filed in Certificated Human Resources office.

ARTICLE 13: SAFETY CONDITIONS

13.1 Safe Working Conditions

The District shall provide safe working conditions for all unit members within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.

13.2 Responsibility

Both parties agree that the responsibility for safe working conditions is that of the Board, the responsibility for the maintenance of safe procedures and practices is that of the unit member.

13.3 Unsafe Conditions

Any assault or battery upon unit members or any threat of force or violence directed toward unit members at any time or place which is related to school activity or school attendance shall be reported by unit members to their immediate supervisor.

13.3.1 Administrators will monitor and report to the District unsafe working conditions. Unit members aware of unsafe conditions will report said conditions to the immediate supervisor on the appropriate form. The District will respond to the unit member with a copy of the work order.

13.3.2 Assault, battery or any threat of force or violence directed toward a unit member while in attendance at school or at related school activities shall be reported by the unit members to their immediate supervisor.

13.3.3 The District shall take appropriate action whenever a unit member, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. Such action will include reporting such incidents to the appropriate law enforcement agencies as provided in the Education Code. The affected unit member shall receive a response as to any and all action taken within a reasonable period of time after the report of the incident.

13.4 Physical Safety

Since physical safety of unit members is enhanced when school campuses are kept orderly and well disciplined, the District shall give all reasonable support and assistance to unit members as they attempt to maintain an atmosphere conducive to appropriate discipline on school grounds and in the classroom. Such support shall include:

13.4.1 Whenever a student exhibits serious behavioral problems which disrupt the educational process within the unit member's jurisdiction, the unit member may inform the principal who shall arrange for a conference with the unit member to discuss the problem and to decide upon appropriate steps for its resolution. If



necessary, the principal may arrange for an appropriate specialist to attend the meeting.

13.5 Reimbursement for Personal Loss and/or Damage

13.5.1 The Board of Trustees will authorize payment of the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the unit member.

Covered items are:

13.5.1.1 Prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee,

13.5.1.2 Vehicles,

13.5.1.3 Other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee appointed by him/her for this purpose, at the time the approval for its use was given.

13.5.2 The following items are excluded from coverage under this article:

13.5.2.1 Vehicle collision (including hit and run incidents).

13.5.2.2 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the unit member are not included unless approved by the District in item 13.5.1.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

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

13.5.2.4 Cash, credit cards, or other cash equivalent items.

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

13.5.4 To preclude double recovery, any losses or damages which are compensable, wholly or partially, under the unit member's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

13.6 Use of Force

Unit members may take necessary action in the performance of their duties to insure the safety of themselves and/or others when necessary for the defense of themselves and/or others.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Counselors

Effective August ~~6, 2018~~~~7, 2017~~, the ~~2017-2018~~~~2016-2017~~ Counselors' Salary Schedule shall be increased by 1.75% and is hereby incorporated into the Agreement as Appendix B.

In the event another District employee unit receives an increase in salary greater than 1.75% for the ~~2018-2019~~~~2017-2018~~ school year, the District or APGA may request, and the other party will agree, to re-open negotiations on salary for ~~2018-2019~~~~2017-2018~~.

14.2 Salary - Extra-Service Pay

Extra-Service Pay specific to Counselors is hereby incorporated as Appendix C of this Agreement.

Extra Service Pay shall be expressed as a percent of Column II, Step 1 of the 2015-16 Counselors' Salary Schedule (Appendix B) and the amount will increase as the Counselors' Salary Schedule increases.

Leadership Positions will be paid monthly with contract pay. Duties assigned are within the scope of the school day.

14.3 Salary Schedule Placement Advancement and Structure

14.3.1 Salary Schedule

Counselors who hold or qualify for the Pupil Personnel Services Credential, General Pupil Personnel Services Credential, or Standard Designated Services Credential with specialization in Pupil Personnel will be placed on and advanced on the salary schedule as follows:

14.3.1.1 Column I: Bachelor's Degree plus 30 semester hours

14.3.1.2 Column II: Bachelor's Degree plus 45 semester hours or Master's Degree

14.3.1.3 Column III: Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Assistant Superintendent of Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed

official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

Effective July 1, 2007, a maximum of six (6) years of credit for approved teaching or counseling outside the District shall be allowed at the rate of one step for one year of service.

Credit for credentialed service outside the District shall be allowed at the rate of one step for one year of comparable service, but in no case shall placement be made above step 7. Credit for credentialed experience in an accredited private school will be allowed. All previous experience shall be verified by official statements from previous employers.

14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's Degree.

14.3.5 Vertical Movement

All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step.

Regular full-time unit members, who in any one school year, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

Part-time unit members, who in any two consecutive school years, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

14.3.5.1 Any unit member with fifteen (15) complete years of credentialed service in the District shall be placed on Step 16 of the salary schedule.

14.3.5.2 Any unit member with twenty (20) complete years of credentialed service in the District shall be placed on Step 21 of the salary schedule.

14.3.5.3 Any unit member with twenty-five (25) complete years of credentialed service in the District shall be placed on Step 26 of the salary schedule.

14.3.6 Horizontal Movement

A notice of intent to change columns on the salary schedule shall be filed in the Certificated Personnel Office no later than March 15 of any school year. Contracts will be rewritten only after the unit member submits to the Certificated Personnel Office, prior to November 1, written proof of semester units completed or degree earned. Failure to meet either of these deadlines will preclude a column change that year.

Course credit for salary placement and movement shall be given only for lower division, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission.

14.3.6.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement.

14.3.6.1.1 Lower division, upper division or graduate courses that meet any of the five criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two weeks.

14.3.6.2 Criteria for courses accepted for salary advancement:

14.3.6.2.1 A subject directly related to the current or proposed assignment.

14.3.6.2.2 A subject directly related to a unit member's teaching major or minor.

14.3.6.2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3.6.2.4 A subject required by a California credential evaluation or renewal.

14.3.6.2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.6.3 Evidence of satisfactory completion of course must be submitted to the Assistant Superintendent of Human Resources, prior to November 1.

14.3.6.4 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or inaction on the part of the unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

#### 14.3.7 Other Salary Schedule Credit

Full salary schedule credit shall be granted for overseas teaching and Peace Corps teaching. Full salary schedule credit up to six years shall be granted to all counselors newly employed in the District for credentialed teaching or counseling experience gained prior to employment in the Anaheim Union High School District.

The Superintendent may recommend salary schedule credit for experience gained which is related to counseling.

#### 14.3.8 Doctoral Degree Stipend

An additional annual stipend of \$2266 will be paid for an earned doctoral degree from an accredited university. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

#### 14.4 Extra Duty

Unit members who serve in supervisory assignments at athletic events, dances, plays, and other after-school and evening school sponsored events do so for the benefit of students, the curriculum and job effectiveness. When made possible by generation of funds by school-sponsored events, school based personnel may be compensated in accordance with salary schedules established at each school.

#### 14.5 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation within 100 miles of the District, shall use a District vehicle when available. When no District vehicle is available, the unit member shall be reimbursed at the IRS allowable rate per mile. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his/her personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the IRS rate with prior approval of their supervisor.

#### 14.6 Part-Time Employment

It is the policy of the Board of Trustees of the Anaheim Union High School District to provide unit members of this District with the opportunity to phase in their retirement by reducing their workload from full-time to part-time duties while maintaining full retirement benefits pursuant to Education Code Section 22724. This reduced workload shall be authorized upon request of any full-time certificated unit member subject to the following conditions:

- 14.6.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.
- 14.6.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment; and currently earning a salary equivalent to Column I, Step 7, or more.
- 14.6.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half the days required for the individual's position classification.
- 14.6.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.
- 14.6.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.
- 14.6.6 The unit member who elects a reduced workload in accordance with the conditions of this section shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment, provided the unit member elects to contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.
- 14.6.7 The District reserves the right to deny granting a reduced workload to any unit member if doing so would create a staffing problem.
- 14.6.8 No unit member shall be entitled to receive retirement credit for more than five (5) years service under this section.

14.7 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's miscellaneous rate of pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.



ARTICLE 15: HEALTH AND WELFARE

15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

15.1.1 Medical Insurance

PPO: Self-insured major medical-with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including a prescription card service, in the amount not to exceed the super composite rate established for 2017 of \$1,348 per month or \$16,179 per year per enrolled unit member, or

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provided as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan administrator, Prescription drug and the Mental Health carriers. Pan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2018 calendar year, the District's contribution to the blended super composite rate shall not exceed \$16,078.

2013 blended super composite rate calculation example.

1,238 employees are in the HMO. (46%)

1,433 employees are in the PPO. (54%)

46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757.

\$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible dependents.

15.1.3 Dental Insurance

Delta Dental PPO dental insurance for unit members and eligible dependents, or Delta Care PMI dental insurance for unit members and eligible dependents.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary benefit plan designs (Life, Dental, Vision) shall be determined by the District Insurance Committee.

15.1.6 If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or APGA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee ("Committee") is to fulfill the commitment contained herein and in previous memorandum of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly, the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district's contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates the Committee will make suggestions for cost containment.

15.2.3 The Committee's final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rates shall be submitted to the Association no later than September 30. The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. If such agreement is not reached prior to November 1

of each year the district is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year's blended super composite rate provided by the contract administrator.

15.3 Right to Contract

The Association shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

15.4 Self-Insurance Plan

The District will maintain a self-insurance plan, using an outside contract administrator.

15.5 Retirees

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all unit members who were regular contract certificated personnel in the employment of the District prior to September 6, 1979 and who retire(d) on or after September 6, 1979 from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans.

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

All unit members ages 60-65 who are regular contract certificated personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only. Unit members who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of yearly premium will be established each year by the Business Office.

Members retiring after 1969 shall receive benefits no greater than those accorded current, active bargaining unit members. To remain eligible for the district-paid benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

15.6 IRS Section 125 - Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be mutually agreed upon by the Association and the District. Participation by bargaining unit members in the Plan shall be voluntary.

## ARTICLE 16: JOB SHARING

- 16.1 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) counseling assignment.
- 16.2 Procedures
- 16.2.1 Requests or applications for a job-sharing assignment for the following school year shall be filed with the District and the site principal no later than March 1.
- 16.2.2 A request or application for job-sharing must include a proposal specifying how the employees will fulfill the responsibilities and duties of the position. Such proposal must be sent to Human Resources and the site principal.
- 16.2.3 The Assistant Superintendent of Human Resources shall approve or deny requests or applications and notify, in writing, the applicants of his/her decision by May 1.
- 16.2.4 Upon approval of a job share, the Assistant Superintendent of Human Resources shall draw up an agreement outlining the specific expectations, work days/hours, salary and benefits information for each of the job share participants.
- 16.2.5 Shared contracts shall be entered into for a period of one year. These contracts may be renewed annually with the approval of the Assistant Superintendent of Human Resources and the site principal.
- 16.2.6 In the event the job share agreement is not meeting the needs of the school and the students, the District and site principal may revoke the job share agreement at any time after providing a two week notice to the job share participants. It is expected that the Assistant Superintendent of Human Resources or site principal provide an opportunity to rectify concerns prior to revoking the agreement.
- 16.3 Notwithstanding other provisions of this Agreement, job-sharing unit member's wages, statutory benefits (if applicable) and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared. This agreement does not supersede any previous written agreement made between job-sharing unit members and the District pertaining to the distribution of health and welfare benefits.

### 16.4 Salary Schedule Advancement

In order to advance on the counselor salary schedule the individual or individuals in the job share must work a minimum of 75% of the 198 counselor work days, which is a total of 148 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

16.5. Return to Full-Time Assignment

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

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

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

16.6 Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing.

This article is not subject to the grievance language in the contract nor shall it be deemed as precedent setting or develop a District practice.

## ARTICLE 17: DISCIPLINE

### 17.1 Personnel Files

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review, or with the unit member's consent, may conduct the review. Each unit member's personnel file shall contain only the following:

17.1.1 Pre-employment information

17.1.2 Copies of annual contracts and supplemental contracts

17.1.3 Transcripts

17.1.4 Certification material

17.1.5 Letters of commendation

17.1.6 Copies of official personnel action

17.1.7 Written evaluations

17.1.8 Other materials, as agreed between the unit members and the Director, Human Resources.

Materials placed in the unit member's file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her personnel file within a reasonable period of time following the date of the complaint, any material shall be removed from the file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

### 17.2 Process

Normally, the District shall utilize a "Progressive Discipline" procedure which utilizes the following steps:

17.2.1 Verbal warning(s)

17.2.2 Written warning

17.2.3 Written reprimand(s)

17.2.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed, however, that no unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause. This second, 17.2.4, shall not apply to extra service pay positions.

17.3 Notice of Progressive Discipline

In the administration of the overall discipline program of the District, any written notice will clearly state if the discipline represents a:

17.3.1 Written warning, or

17.3.2 Written Reprimand.

17.4 Right to Representation

A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, a conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

17.5 Removal of Unit Member From Extra Service Pay

It is understood by the parties that the District may remove unit members from extra service pay positions (Appendix C or ASTA Appendix C-2 through C-4)) subject to due process. For purposes of this section, due process means:

17.5.1 Verbal warning(s)

17.5.2 Written warning

17.5.3 Reprimand

17.5.4 Removal

The District may also remove a unit member from extra-pay and leadership positions (Appendix C or ASTA Appendix C-2 through C-4) due to deficiencies in performance or as a result of a transfer to another site. The unit member will be given written notice of the deficiencies prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport effective for the following school year or season. It is understood that any written materials or documents related to the removal of a unit member from an extra service pay position shall not be placed in the unit member's personnel file. This does not prohibit the documentation of serious offenses involving moral turpitude to be included in the personnel file.



ARTICLE 18: SEPARABILITY AND SAVINGS

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

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

ARTICLE 19: MISCELLANEOUS PROVISIONS

In the event of a conflict between the terms of this Agreement and any procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

ARTICLE 20: DURATION

This Agreement shall remain in full force and effect through the first work day of the 2021 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school year 2019-20, Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, Article 11-Pupil to Counselor Ratio, and all MOUs, shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2019-20. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2019-20 and 2020-21, notwithstanding the results of the limited reopener of negotiations as outlined above.

DATED: June 12, 2019

ANAHEIM UNION HIGH  
SCHOOL DISTRICT

ANAHEIM PERSONNEL AND GUIDANCE  
ASSOCIATION

\_\_\_\_\_  
Brad Jackson  
Assistant Superintendent  
Human Resources

\_\_\_\_\_  
Brian Bannon  
Chief Negotiator  
APGA

# Anaheim Union High School District 2019-2020

## Student/Teacher Calendar

July 2019					November 2019					March 2020				
1	2	3	4*	5					1	2	3	4	5	6<
8	9	10	11	12	4	5	6	7	8	9	10	11	12	13
15	16	17	18	19	11*	12	13	14	15	16	17	18	19	20
22	23	24	25	26	18	19	20	21	22	23	24	25	26	27*
29	30	31			25	26	27	28*	29*	30	31			
August 2019					December 2019					April 2020				
			1	2	2	3	4	5	6			1	2	3
5 <sup>++</sup>	6 <sup>+</sup>	7 <sup>*</sup>	8	9	9	10	11	12	13	6	7	8	9	10
12	13	14	15	16	16	17	18	19 <sup>#</sup>	20<	13	14	15	16	17
19	20	21	22	23	23	24*	25*	26	27	20	21	22	23	24
26	27	28	29	30	30	31*				27	28	29	30	
September 2019					January 2020					May 2020				
2*	3	4	5	6			1*	2	3					1
9	10	11	12	13	6	7	8	9	10	4	5	6	7	8
16	17	18	19	20	13	14	15	16	17	11	12	13	14	15
23	24	25	26	27	20*	21	22	23	24	18	19	20 <sup>#</sup>	21<	22 <sup>+</sup>
30					27	28	29	30	31 <sup>++</sup>	25*	26	27	28	29
October 2019					February 2020					June 2020				
	1	2	3	4<	3	4	5	6	7	1	2	3	4	5
7 <sup>++</sup>	8	9	10	11	10*	11	12	13	14	8	9	10	11	12
14	15	16	17	18	17*	18	19	20	21	15	16	17	18	19
21	22	23	24	25	24	25	26	27	28	22	23	24	25	26
28	29	30	31							29	30			



School Begins



Non-Student/Non-Teacher Day



Holidays



Teacher Day; No Students



Staff Development Day; No students



End of the Quarter or Semester



And Minimum Day for Students



Minimum Day for H.S. Students Only



Underlined Days (May 26-June 1) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates			
1	42	Aug	7	--	Oct 4
2	48	Oct	8	--	Dec 20
3	41	Jan	6	--	Mar 6
4	49	Mar	16	--	May 21

180 Student Days  
185 Teacher Days

Progress Reports Due  
Fridays at 10:00 a.m. at the site on:  
September 13, 2019  
November 8, 2019  
February 7, 2020  
April 17, 2020

Grades Due Fridays at  
10:00 a.m. at the site on:  
October 11, 2019  
January 10, 2020  
March 20, 2020  
May 22, 2020

Board Approved: January 18, 2018

# Anaheim Union High School District 2020-2021

## Student/Teacher Calendar

July 2020					November 2020					March 2021				
		1	2	3*	2	3	4	5	6	1	2	3	4	5
6	7	8	9	10	9	10	11*	12	13	8	9	10	11	12<
13	14	15	16	17	16	17	18	19	20	15	16	17	18	19
20	21	22	23	24	23	24	25	26*	27*	22	23	24	25	26*
27	28	29	30	31	30					29	30	31		
August 2020					December 2020					April 2021				
3	4	5	6	7		1	2	3	4				1	2
10++	11+	12*	13	14	7	8	9	10	11	5	6	7	8	9
17	18	19	20	21	14	15	16	17#	18<	12	13	14	15	16
24	25	26	27	28	21	22	23	24*	25*	19	20	21	22	23
31					28	29	30	31*		26	27	28	29	30
September 2020					January 2021					May 2021				
	1	2	3	4					1*	3	4	5	6	7
7*	8	9	10	11	4	5	6	7	8	10	11	12	13	14
14	15	16	17	18	11	12	13	14	15	17	18	19	20	21
21	22	23	24	25	18*	19	20	21	22	24	25	26#	27<	28+
28	29	30			25	26	27	28	29++	31*				
October 2020					February 2021					June 2021				
			1	2	1	2	3	4	5		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
5	6	7	8	9<	8*	9	10	11	12	7	8	9	10	11
12++	13	14	15	16	15*	16	17	18	19	14	15	16	17	18
19	20	21	22	23	22	23	24	25	26	21	22	23	24	25
26	27	28	29	30						28	29	30		



School Begins



Non-Student/Non-Teacher Day  
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester  
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

Underlined Days (June 1-June 4) are subject to  
change to regular school days if it becomes  
necessary to bring the total school days up to State  
minimum.

Quarter	Days	Dates			
1	42	Aug 12	--	Oct 9	
2	43	Oct 13	--	Dec 18	
3	46	Jan 4	--	Mar 12	
4	49	Mar 15	--	May 27	

180 Student Days  
185 Teacher Days

Progress Reports Due Fridays  
10:00 a.m. at the site on:  
September 18, 2020  
November 13, 2020  
February 5, 2021  
April 23, 2021

Grades Due Fridays  
10:00 a.m. at the site on:  
October 16, 2020  
January 8, 2021  
March 19, 2021  
May 28, 2021

Board Approved: May 7, 2019

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
2018/19 COUNSELOR SALARY SCHEDULE**

		<b>BA + 45 or MA</b>	<b>BA + 60 &amp; MA or Doctorate</b>
<b>STEPS</b>	<b>I</b>	<b>II</b>	<b>III</b>
1	\$60,893	\$66,065	\$71,987
2	\$64,303	\$69,482	\$75,396
3	\$67,721	\$72,890	\$78,814
4	\$71,128	\$76,306	\$82,231
5	\$74,548	\$79,720	\$85,644
6	\$77,963	\$83,140	\$89,054
7	\$81,376	\$86,553	\$92,475
8	\$84,793	\$89,963	\$95,892
9	\$88,209	\$93,386	\$99,309
10	\$91,627	\$96,802	\$102,730
11	\$95,048	\$100,222	\$106,136
<b>LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)</b>			
16	\$99,818	\$104,992	\$110,906
21	\$104,588	\$109,762	\$115,676
26	\$109,358	\$114,532	\$120,446

Doctorate:      \$2,327

Miscellaneous Rate of Pay:      \$45.52 (Effective 5/27/19)

Initial Salary Placement: Initial placement for years of experience is based on the following:

1. A maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits and internship credentials), having worked a minimum of 75% of each work year.
2. A maximum of six (6) years of experience as a credentialed private school employee (excluding emergency permits and internship credentials), in a WASC accredited private school, having worked a minimum of 75% of each work year.

<b>Years Experience</b>	<b>Placement</b>
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees  
Approved Pending  
Effective: July 1, 2018

ANAHEIM UNION HIGH SCHOOL DISTRICT  
2018-2019

EXTRA SERVICE PAY SCHEDULE

JUNIOR HIGH AND SENIOR HIGH SCHOOL  
COUNSELORS

- 1. HIGH RISK COUNSELING:** To be turned in on payroll sheets as duties are performed.

In the event a counselor agrees to perform high risk counseling duties, pursuant to Education Code 48431.6 or 48431.7, outside the regular workday, said counselor will receive the miscellaneous hourly rate of pay. The number of hours to be worked at the above rate will be determined in advance by the site administrator.

- 2. EL COORDINATOR STIPEND:** \$1,653 per year - paid at the end of each semester.

Refer to Appendix E-MOU-English Learner Coordinator Stipend. This agreement will begin with the 2013-2014 school year and continue until a new agreement is reached.

- 3. ACTIVITIES:** To be paid half at the end of each semester. Counselors assigned to extra service positions in Junior High and Senior High Schools shall be compensated as explained in 14.2 of this Agreement.

<u>Position</u>	<u>Percentage</u>
GATE Coordinator	4.11

- 4. LEADERSHIP POSITIONS:** Counselors assigned to leadership positions in Junior High and Senior High Schools shall be compensated monthly as explained in 14.2 of this Agreement. Duties assigned are within the scope of the school day.

<u>Position</u>	<u>Percentage</u>
Junior High School Department Chairs	5.06
Senior High School Department Chairs	7.37

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.



## Classified & Certificated Employee Quick Reference

### INTERNET ACCESS INSTRUCTIONS

System Phone Number: (714) 999-3516  
 Help Desk Phone Number: (714) 999-3550  
 Write your Access ID here: 64-0000- \_\_\_\_\_ or 64-000 \_\_\_\_\_ (no leading zeros)  
 Write your PIN here: \_\_\_\_\_  
 Web Browser URL: <https://anaheimuhsd.eschoolsolutions.com>

#### SIGN IN

Open your browser and access the SmartFindExpress Sign In page. Enter your Access ID and PIN.

#### PIN REMINDER

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note: You must be registered with the system and have a valid email address in your profile to use this option.**

#### PROFILE

##### Information

- Review profile status and address information.

##### Update Email

- Enter or change email address. An email address is necessary to utilize the PIN reminder function.

##### Change Password

- Enter your current PIN followed by a new PIN twice and click Save.

#### SELECT ROLE

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

#### TO CREATE AN ABSENCE

Choose the *Create an Absence* link

**Important Note: Items in Bold are required to complete an Absence.**

- Select the Location
- Select the Classification
  - Choose from the drop-down menu
- Select the Reason for this absence from the drop-down menu.
 

**NOTE: If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment. SFE will proceed with arranging a substitute while awaiting administrator approval.**
- Indicate if a substitute is required for this absence
  - Choose Yes or No
- Select Start and End Dates for your absence
  - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- Select Start and End Times for your absence. Default times are listed
  - To change defaults, enter time in HH:MM am or pm format
  - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
  - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
  - Modify daily schedule and/or times for absence and substitute
- **FOR CERTIFICATED EMPLOYEES ONLY:** Request a particular substitute
  - Enter the substitute's access ID number or use the Search feature to find the substitute by name
    - Indicate if the requested substitute has accepted this job
      - Yes = substitute is prearranged and will not be called and offered the job
      - No = call will be placed and the substitute will be offered the job
    - Enter special instructions for the substitute to view
    - Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- Select the Continue button

**COMPLETE! You MUST receive a Job Number for your absence to be recorded in the system and to receive a substitute.**

TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

## APPENDIX D-1





## *Classified & Certificated Employee Quick Reference*

### INTERNET ACCESS INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.

Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

---

#### SIGN OUT AND WEB BROWSER INFORMATION

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from *SmartFindExpress*. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from *SmartFindExpress*.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from *SmartFindExpress*, and close the web browser when you finish with your session.

You can click the *Help* link to access Help Guides and How-to videos.

**Important Note:** Do NOT use the browser's BACK button to navigate to screens.

Navigation buttons are on the bottom of *SmartFindExpress* screens, such as the *Return to List* and *Continue* buttons.



## Classified & Certificated Employee Quick Reference

### TELEPHONE ACCESS INSTRUCTIONS

System Phone Number: (714) 999-3516  
 Help Desk Phone Number: (714) 999-3550  
 Write your Access ID here: 64-0000- \_\_\_\_\_ or 64-000 \_\_\_\_\_ (no leading zeros)  
 Write your PIN here: \_\_\_\_\_  
 Web Browser URL: <https://anaheimuhsd.eschoolsolutions.com>

#### THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:

	Today's Jobs	Future Jobs
Weekdays	Starts at 5:00 am	6:00 - 10:00 pm
Saturday	None	None
Sunday	None	6:00 - 10:00 pm
Holidays	None	6:00 - 10:00 pm

#### REASONS FOR ABSENCE (listed in order of voice prompt):

- |                          |                       |                          |                       |
|--------------------------|-----------------------|--------------------------|-----------------------|
| 1. PERSONAL ILLNESS      | 15. VACANCY           | 20. ADMINISTRATIVE LEAVE | 3. NON-DUTY DAY       |
| 10. PERSONAL WITHOUT PAY | 16. FAMILY LEAVE      | 21. LTS-VACANCY          | 4. PERSONAL NECESSITY |
| 11. SUBPOENA             | 17. GROWTH            | 22. LTS-PERSONAL LEAVE   | 7. WORKER'S COMP      |
| 12. MILITARY LEAVE       | 18. TRAGEDY LEAVE     | 23. LTS-MILITARY LEAVE   | 8. BEREAVEMENT        |
| 13. SABBATICAL           | 19. CHILD/PRNT/SPOUSE | 24. UNION BUSINESS       | 9. JURY DUTY          |
| 14. *VACATION            | 2. EXCUSED            | 25. FURLOUGH DAY         |                       |

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

#### REGISTRATION

- Enter your Access ID followed by the star (\*) key.
- Enter your Access ID again when it asks for your PIN followed by the star (\*) key.
- Record your name followed by the star (\*) key.
- Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
- You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (\*) key.

#### TELEPHONE ACCESS INSTRUCTIONS

- Enter your Access ID followed by the star (\*) key
- Enter your PIN followed by the star (\*) key

#### MENU OPTIONS

- 1 – Create an Absence
- 2 – Review, Cancel Absence or Modify Special Instructions
- 3 – Review Work Locations and Job Descriptions
- 4 – Change PIN, Re-record Name
- 9 – Exit and hang-up

#### TO CREATE AN ABSENCE

- Enter dates for the absence  
 PRESS 1 if the Absence is only for today  
 PRESS 2 if the Absence is only for tomorrow  
 PRESS 3 to Enter the dates and times for the absence
- If you pressed 3 to Enter Dates and time  
 Enter Start Date  
 PRESS 1 to Accept the date offered  
 PRESS 2 to Enter start date (MMDD)



## Classified & Certificated Employee Quick Reference

### TELEPHONE ACCESS INSTRUCTIONS

3. Enter the reason from above followed by the star (\*) key or wait for a list of reasons

FOR <b>CERTIFICATED</b> EMPLOYEES:	FOR <b>CLASSIFIED</b> EMPLOYEES:
4. Record Special Instructions PRESS 1 to Record special instructions. Press the star (*) key when done PRESS 2 to Bypass this step	4. Complete Absence PRESS 1 to Receive the job number <i>Record the Job Number. The Job Number is your confirmation.</i>
5. Is a Substitute Required? PRESS 1 if a substitute is required PRESS 2 if a substitute is not required	
6. If you pressed 1, a substitute is required	
7. If you pressed 1, a substitute is required PRESS 1 to Request a particular substitute Enter the substitute access ID, followed by the star (*) key PRESS 1 to Accept requested substitute PRESS 1 if the Substitute should be called PRESS 2 if the Substitute has already agreed to work and does not need to be called PRESS 2 to Bypass requesting a substitute	
8. Complete Absence PRESS 1 to Receive the job number <i>Record the Job Number. The Job Number is your confirmation.</i>	

---

#### TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Hear the job information  
PRESS 1 to Hear absence information again  
PRESS 2 to Modify special instructions  
PRESS 3 to Cancel the absence

If you pressed 3 to Cancel the job

PRESS 1 to Confirm the cancellation request  
If a substitute is assigned to the absence  
PRESS 1 for the System to call the assigned substitute  
PRESS 2 to Not have the system call the substitute

Once you confirm a request to cancel the job, you **MUST** wait for the system to say "*Job Number has been cancelled.*"

---

#### TO CHANGE PIN or RE-RECORD NAME

PRESS 1 to Change your PIN  
PRESS 2 to Change the recording of your name

---

**MEMORANDUM OF UNDERSTANDING**

Between the

**Anaheim Union High School District (AUHSD)**

and the

**Anaheim Personnel and Guidance Association (APGA)**

**English Learner Coordinator Stipend**

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

An annual stipend will be paid to the English Learner (EL) Coordinator based on the number of EL students served at the site as determined by the CALPADS report in the fall of the current school year. The compensation will be determined using the following formula:

<b>Number of EL Students Served</b>	<b>Annual Stipend</b>
1-150	\$600 base stipend
Each additional student above 150	\$2.40 per student added to base stipend

The stipend will be paid in two equal semester payments.

The responsibilities and roles matrix for EL services will be provided to the EL Coordinators and all counselors by the Education Division each school year before or at the first EL Coordinator meeting.

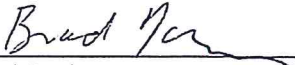
If no counselor agrees to be the EL Coordinator, the principal will then meet with the site counseling team to discuss their shared roles and responsibilities in regards to EL students. The principal will follow up by meeting with the lead counselor to discuss and select one of the counselors to be the EL Coordinator and who will receive the stipend for that school year.

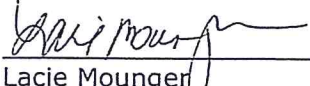
The duties and responsibilities of EL Coordinators will be provided to all counselors by Education Services at the beginning of each school year.

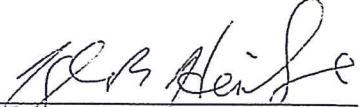
While this MOU is in effect, this agreement replaces Appendix C (Extra Service Pay Schedule) Item 2 (EL Stipend). All other contract language in Appendix C still applies.

This agreement will be effective for the 2015-2016 school year and replaces the previously negotiated MOU. The agreement will continue until a new agreement is reached.

This agreement is dated: March 22, 2016

  
Brad Jackson  
Assistant Superintendent  
Human Resources

  
Lacie Mounger  
Co-President  
APGA

  
Kyle Hendricksen  
Co-President  
APGA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)

Health and Welfare Program Change Effective January 1, 2019

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

Medical Insurance

EPO

- Reduce Specialist Visit Copay to \$20

PPO

- Increase Participating Chiropractic Provider Services from 31 visits to 52 visits per calendar year
- Eliminate Out-of-Network Chiropractic Provider and Out-of-Network Physical Therapy coverage
- Revise current Maximum Out-of-Pocket Formula to fixed in-network/out-of-network dollar amounts based on employee's expenses
- Eliminate the 4<sup>th</sup> quarter deductible carryover

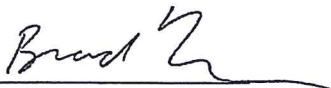
Prescription Coverage through Express Scripts, Inc.

- Implement the Exclusive Specialty Pharmacy for complex specialty medications
- Implement the high-touch patient care SafeGuard RX Programs for Hepatitis C, Inflammatory Conditions, Oncology, Multiple Sclerosis, and Rare Conditions
- Implement the SAVEONSP copay offset savings program while offsets are valid
- Implement custom diabetes plan design to subsidize all test strips at the tier 1 copay

The current maximum District contribution to the blended super composite rate is \$15,759. For calendar year 2019, the maximum District contribution to the blended super composite rate will be \$16,078.

This MOU has no effect on any other portion of the District's benefit plan.


This MOU is dated: September 19, 2018



Brad Jackson  
Assistant Superintendent  
Human Resources



Cory Kretz  
Co-President  
APGA



Steve Gonzales  
Co-President  
APGA

## ANAHEIM UNION HIGH SCHOOL DISTRICT

### Directions and Timeline Information For Counselor Evaluation

The counseling departments at each school site are encouraged to meet yearly to review the annual agreement. This meeting can take place at the end of the previous school year, during the summer, or the beginning of the school year. The annual agreement should be completed at this meeting, and a copy is given to all counselors in the department at the given school site.

#### INITIAL CONFERENCE:

- Prior to the initial conference, the counselor will review the annual agreement.
- The counselor will submit the proposed Individual Counselor Performance Plan to the administrator prior to September 1<sup>st</sup>.
- The administrator and counselor will review all standards and annual agreements, make any necessary modifications, and sign in agreement prior to September 30<sup>th</sup>.
- A copy of the signed form is given to the counselor, and the original will be filed on campus.

The administrator may use the Classroom/Educational Setting Observation form when observing the counselor during the school year. It is recommended that a copy of the observation form will be given to the counselor within five (5) working days of the observation. A report of the observation must be completed prior to the end of the first quarter and prior to the end of the second quarter.

#### FINAL RATING:

- Administrator will use any observation forms/notes to complete the school counselor performance evaluation.
- Each standard will be rated by the administrator (Unsatisfactory, Developing, Proficient) based on the scale on the form.
- Refinements must be made if a counselor is rated an Unsatisfactory; comments are encouraged for ratings Developing and Proficient.
- The administrator will determine a final rating of all evaluation categories as: Unsatisfactory, Developing, Proficient.
- The administrator will review the completed form with the counselor two weeks prior to the end of the school year.
- The final rating form will be signed by the administrator and counselor at this meeting.
- The counselor's signature will indicate that they have received a copy of the evaluation form, and will identify if there will be a rebuttal or waiver of rebuttal.
- Rebuttal comments, if necessary, must be submitted by the counselor to the administrator, within five (5) working days.

**Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.**

- 1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.
- 1.2 The school counseling program supports the academic, personal/social, and career development of all students.
- 1.3 The professional school counselor demonstrates positive interpersonal relationships with students.
- 1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.
- 1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.

**Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.**

- 2.1 The professional school counselor teaches core counseling curriculum effectively.
- 2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.
- 2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.

**Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.**

- 3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.
- 3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.

**Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.**

- 4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.
- 4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.
- 4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers and other school personnel.

**Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.**

- 5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.
- 5.2 The professional school counselor provides support for other school programs.

**Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.**

- 6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.
- 6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.
- 6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.

**Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.**

- 7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.
- 7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.
- 7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.

**Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.**

- 8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.
- 8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.
- 8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.
- 8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.

**Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.**

- 9.1 The professional school counselor is accountable for using monitoring every student's progress.
- 9.2 The professional school counselor implements monitoring systems appropriate to the individual school.
- 9.3 The professional school develops appropriate interventions for students as needed and monitor their progress.

**Standard 10: The professional school counselor uses time and calendars to implement an efficient program.**

- 10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.
- 10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.
- 10.3 The professional school counselor posts a weekly or monthly calendar.
- 10.4 The professional school counselor analyzes time spent providing direct service to students.

**Standard 11: The professional school counselor develops a results-based evaluation for the program.**

- 11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.
- 11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.
- 11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.

**Standard 12: The professional school counselor conducts a yearly program audit.**

- 12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.
- 12.2 The professional school counselor shares the results of the program audit with the advisory council.



12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.

**Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.**

13.1 The professional school counselor promotes the academic success of every student.

13.2 The professional school counselor promotes equity and access for every student.

13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.

13.4 The professional school counselor understands reform issues and works to close the achievement gap.

13.5 The professional school counselor collaborates with teachers, parents and the community to promote the academic success of students.

13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.

13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement

# Annual Agreement

School Counselor \_\_\_\_\_ Year \_\_\_\_\_

## School Counseling Program Mission Statement

### School Counseling Program Goals

The school counseling program will focus on the following achievement, attendance and/or behavior goals this year. Details of activities promoting these goals are found in the curriculum, small-group and closing-the-gap action plans.

Program Goal Statements	
1	
2	
3	

**Use of Time**

I plan to spend the following percentage of my time delivering the components of the school counseling program. All components are required for a comprehensive school counseling program.

Planned Use				Recommended
Direct Services to Students	_____ percent	School counseling core curriculum	Provides developmental curriculum content in a systematic way to all students	80 percent or more
	_____ percent	Individual student planning	Assists students in the development of educational, career and personal plans	
	_____ percent	Responsive services	Addresses the immediate concerns of students	
Indirect Services for Students	_____ percent	Referrals, consultation and collaboration	Interacts with others to provide support for student achievement	
Program Planning and School Support	_____ percent	Foundation, management and accountability and school support	Includes planning and evaluating the school counseling program and school support activities	20 percent or less

**Advisory Council**

The school counseling advisory council will meet on the following dates.

**Planning and Results Documents**

The following documents have been developed for the school counseling

- program. Annual calendar
- Closing-the-gap action plans
- Curriculum action plan
- Results reports (from last year's
- action plans) Small-group action plan

**Professional Development**

I plan to participate in the following professional development based on school counseling program goals and my school counselor competencies self-assessment.

**Caseload and School Counselor's Responsibilities**

Indicate how students are assigned to the school counselor's caseload and the specific responsibilities assumed by the school counselor.

Caseload Defined by:	<input type="checkbox"/>	Alpha: last names beginning with _____ to _____
	<input type="checkbox"/>	Grade level: students in grades: _____
	<input type="checkbox"/>	All students in building
	<input type="checkbox"/>	Other: _____
School Counselor Responsibilities	<b>Direct Student Services</b>	
	<input type="checkbox"/>	School Counseling Core Curriculum
	<input type="checkbox"/>	Academic Advisement
	<input type="checkbox"/>	Individual Student Planning
	<b>Responsive Services</b>	
	<input type="checkbox"/>	Individual Counseling
	<input type="checkbox"/>	Small Groups
	<input type="checkbox"/>	Crisis Response
	<b>direct Student Services</b>	
	<input type="checkbox"/>	Referrals to Community Agencies
	<b>Special Programs</b>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<b>Other</b>	
	<input type="checkbox"/>	
<input type="checkbox"/>		

**Professional Collaboration and Responsibilities**

Choose all that apply.

Group	Weekly/Monthly	Coordinator
School Counseling Team Meetings		
Administration/School Counseling Meetings		
Student Support Team Meetings		
Department Chair Meetings		
School Improvement Team Meetings		
District School Counseling Meetings		
Other		

**Budget Materials and Supplies Annual**

budget: \$ \_\_\_\_\_

Materials and supplies needed:

**School Counselor Availability/Office Organization**

The school counseling office will be open for students/parents/teachers from \_\_\_\_\_ to \_\_\_\_\_.

My hours will be from \_\_\_\_\_ to \_\_\_\_\_ (if flexible scheduling is used).

The career center will be open from \_\_\_\_\_ to \_\_\_\_\_

**Role and Responsibilities of Other Staff and Volunteers**

School counseling department assistant \_\_\_\_\_

Attendance assistant clerk \_\_\_\_\_

Data manager/registrar \_\_\_\_\_

Career and college center assistant \_\_\_\_\_

Other staff \_\_\_\_\_

Volunteers \_\_\_\_\_

School Counselor Signature \_\_\_\_\_

Principal Signature \_\_\_\_\_

Date \_\_\_\_\_

# Counselor Core Curriculum Template

School Counselor: \_\_\_\_\_ Date: \_\_\_\_\_

Activity: \_\_\_\_\_

Grade(s): \_\_\_\_\_

ASCA Mindsets & Behaviors (Domain/Standard):

\_\_\_\_\_  
\_\_\_\_\_

Learning Objective(s) (aligns with competency):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Materials: \_\_\_\_\_

\_\_\_\_\_

Procedure/Strategies: \_\_\_\_\_

\_\_\_\_\_

Plan for Evaluation: How will each of the following be collected?

Process Data: \_\_\_\_\_

\_\_\_\_\_

Perception Data: \_\_\_\_\_

\_\_\_\_\_

Outcome Data: \_\_\_\_\_

\_\_\_\_\_

Follow-Up: \_\_\_\_\_

\_\_\_\_\_

## Reflection Sheet

To be completed by counselor at the end of 1st and 2nd quarter.

Name: \_\_\_\_\_ School: \_\_\_\_\_

Date: \_\_\_\_\_ Supervisor \_\_\_\_\_

1. As I reflect on the counseling services provided, to what extent were the audience productively engaged? How do I know?
2. How and will this activity/service improve academic, career, personal/social decisions?
3. Did I adjust my goals or my work plan if needed? Why? How?
4. If I had the opportunity to provide these counseling services again, to this same audience what would I do differently? Why?

## AUHSD School Counselor Performance Rubric

Counselor's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Key: Range of performance at each level

Unsatisfactory	Developing	Proficient
----------------	------------	------------

**Standard 1: The professional school counselor plans, organizes and delivers the comprehensive school counseling program.**

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.	Counselor lacks knowledge of the principles of developmental stages and program development.	Counselor demonstrates adequate knowledge of developmental stages and contributes to program development.	Counselor demonstrates thorough knowledge of developmental stages and principles and competently applies this knowledge in the development of K-12 comprehensive counseling programs.
1.2 The school counseling program supports the academic, personal/social, and career development of all students.	Counselor does not support academic, personal/social, and career development of all students.	Counselor supports academic, personal/social, and career development to some students.	Counselor supports academic, personal/social, and career development to all students.
1.3 The professional school counselor demonstrates positive interpersonal relationships with students.	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general worth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues. Counselor takes initiative in assuming leadership among the faculty.
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents/guardians.	Counselor fails to establish working relationships with parents or guardians.	Counselor attempts to establish working relationships with parents or guardians.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnerships in working for student interests.



**Standard 2: The professional school counselor implements the counseling core curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
2.1 The professional school counselor teaches the counseling curriculum units effectively.	Counselor fails to utilize appropriate instructional skills and strategies.	Counselor has some ability to employ instructional strategies.	Counselor develops and implements instructional strategies that engage all students.
2.2 The professional school counselor develops materials and instructional strategies to meet student needs and school goals.	Counselor lacks knowledge or experience with group guidance.	Counselor displays adequate knowledge of group guidance practices and can assist in implementing programs.	Counselor displays extensive knowledge of group guidance practices and can function as a resource for group guidance programs.
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the counseling curriculum.	School counselor demonstrates minimal willingness or ability to encourage staff implementation of counseling curriculum.	School counselor often encourages staff and aids in the implementation of counseling curriculum, consistently.	School counselor consistently encourages staff and aids in the implementation of counseling curriculum.

**Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career plans.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
3.1 The professional school counselor, in collaboration with parents, helps students establish goals and develop and use planning skills.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.	Counselor uses test information inappropriately.	Counselor can use test scores appropriately.	Counselor has a highly developed sense of appropriate use and application of a wide range of test scores.

**Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
4.1 The professional school counselor counsels individual students and groups of students with identified needs/concerns.	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-teacher interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general warmth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
4.2 The professional school counselor consults effectively with parents, teachers, administrators, and other relevant individuals.	Counselor makes little effort to facilitate communication with parents/guardians.	Counselor establishes rapport and cooperative relationships in most situations.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnership in working for student interests.
4.3 The professional school counselor implements an effective referral process with administrators, teachers and other school personnel.	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.

**Standard 5: The professional school counselor provides systems support through effective counseling program management and support for other educational programs.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
5.1 The professional school counselor provides a comprehensive and balanced guidance program in collaboration with school staff.	Counselor lacks knowledge of the principles of developmental guidance and program development.	Counselor demonstrates some knowledge of the principles of developmental guidance and can participate in program development.	Counselor demonstrates thorough knowledge of developmental guidance principles and readily applies this knowledge in active development of programs.
5.2 The professional school counselor provides support for other school programs.	Counselor avoids becoming involved in school and district projects.	Counselor participates in school and district projects when specifically asked.	Counselor volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

**Standard 6: The professional school counselor has discussed the counseling department management system and the program action plans with the school administrator.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
6.1 The professional school counselor has discussed the qualities of the counselor management system with the other members of the counseling staff and has agreement.	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.
6.2 The professional school counselor created core curriculum and intentional guidance action plans based on the needs of the school.	Counselor does not create curriculum based on student needs.	Counselor sometimes uses data based on site needs when creating core curriculum.	Counselor provides data to support decision making when creating core curriculum and intentional guidance action plans.
6.3 The professional school counselor has discussed the program results that will be obtained on the action plans for the school year.	The school counselor does not discuss the results with administrators.	The counselor has limited understanding and discussion with administrators.	The counselor discusses the program results and how to implement program changes to meet student needs with the administrator.

**Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
7.1 The professional school counselor shares the school counseling program and goals, service delivery, and results with the school site staff, administration, district level personnel and the school board.	Counselor has limited ability to counsel students in understanding their educational and career options.	Counselor is usually able to counsel students in understanding educational and career options and has a developing awareness of the full range of options.	Counselor is highly competent in counseling students in understanding educational and career options and serves as a resource and leader within the department.
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.	Counselor's decisions are not data driven.	The counselor collects program data	Counselor collects and uses the data to meet student needs and implement program action plans.

**APPENDIX G-14**

7.3 The professional school counselor created and shares relevant school counseling program information and results with parents and the school community.	Counselor does not share results.	Counselor understands the need to share results and shares results.	Counselor shares results with parents and the school community.
--	-----------------------------------	---	---

**Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
8.1 The professional school counselor uses data to make decisions regarding student choice of classes and special programs.	Counselor's decisions are not data driven.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.	Counselor's decisions are not data driven.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.	Counselor does not use data.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.	Counselor does not use data.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.

**Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
9.1 The professional school counselor is accountable for monitoring the progress of every student.	Counselor has no clear focus, orientation or philosophy regarding his/her role or mission.	Counselor demonstrates an operational philosophy. There is a philosophical basis for role and practice.	Counselor applies and articulates a professional philosophy in practice and consultation. This philosophy is responsive to change.

**APPENDIX G-15**

9.2 The professional school counselor implements monitoring activities appropriate to his/her own school.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
9.3 The professional school counselor develops appropriate interventions for students as needed and monitors their progress.	Counselor fails to develop interventions or monitor students' progress.	Counselor demonstrates some ability to implement and monitor student progress.	Counselor matches appropriate interventions and strategies and monitors student progress.

**Standard 10: The professional school counselor uses time and calendar to implement an efficiently program.**

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
10.1 The professional school counselor uses a master calendar to plan activities through the year.	Counselor is unable to determine appropriate priorities or unwilling to respond to institutional needs. Counselor lacks flexibility.	Counselor can usually determine priorities. Counselor displays some ability to assess priorities in response to crisis situations.	Counselor routinely sets priorities appropriately. Counselor maintains flexibility in balancing routine tasks with crisis situations.
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.	Counselor does not share master calendar.	Counselor shares master calendar with some stakeholders.	Counselor routinely shares master calendar to parents/guardian, staff and students.
10.3 The professional school counselor posts a weekly or monthly calendar.	Counselor does not post calendar.	Counselor sometimes posts weekly or monthly calendar.	Counselor consistently posts weekly or monthly calendar.
10.4 The professional school counselor analyzes his/her time spent providing direct service to students.	Counselor does not input time into the management system.	Counselor inputs data into the management system but does not analyze information to adjust accordingly.	Counselor routinely enters data and the time spent in each of the four areas of the management system and adapts and changes programming.

**Standard 1.1: The professional school counselor has developed a results evaluation for the program.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.	No results are gathered.	Counselor included all students in results but did not analyze the information.	All students are included and the data is interpreted and used for program improvement.
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.	Counselor does not recognize and/or understand the need for program evaluation.	Counselor understands the need and implements program changes but does not analyze the results if the changes. Counselor works with other staff to collect the results.	Through a collaborative effort, the counselor understands, implements, analyzes and re-evaluates the program on a yearly basis.
11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.	Counselor lacks ability to work with counseling team and principal. No results were shared.	Counselor generally displays ability to work with counseling team and principal. Some results were shared.	The counselor collaborates with counseling team and principal and utilizes the results to make changes.

**Standard 12: The professional school counselor conducts a yearly program audit.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
12.1 The professional school counselor develops an audit tool.	No audit was developed.	The counselor understands the need to develop an audit tool but is unsure how to develop the tool.	The counselor collaborates with counselor, administrator, parent, psychologists, and students to develop audit programs and analyzes the results of the audit.
12.2 The professional school counselor performs a yearly program audit that includes the results of all the program components.	No audit was performed.	The professional school counselor provides a yearly program audit that includes the results of all the program components.	The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.	No audit was performed.	The counselor understands the audit information but does not utilize it.	The counselor understands and utilizes the audit information to make changes to the counseling program and shares the information with the advisory board to initiate changes.

**Standard 13: The professional school counselor is a student advocate, leader, collaborator and a systems change agent.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
13.1 The professional school counselor promotes academic success of every student.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
13.2 The professional school counselor promotes equity and access for every student.	Counselor contributes to school practices that result in some students being ill served by the school.	Counselor does not knowingly contribute to some students being ill served by the school.	Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.	Counselor avoids becoming involved in school and district events and projects.	Counselor participates in school, district and community events and projects when specifically asked.	Counselor volunteers to participate in school, district and community events and projects, making a substantial contribution.
13.4 The professional school counselor understands reform issues and works to close the achievement gap.	Counselor is resistant to the need for change in meeting expectations of the district and community. Counselor contributes to school practices that result in some students being ill served by the school.	Counselor is flexible and open to change as the need is presents. Counselor does not knowingly contribute to some students being ill served by the school.	Counselor is a leader in advocating for change in response to the needs of the school and community. Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
13.5 The professional school counselor collaborates with teachers, parents and the community to promote academic success of students.	Counselor makes little effort to facilitate communication with parents/guardians, colleagues and community partnerships.	Counselor usually communicates appropriately with parents/guardians, colleagues and community partnerships to fulfill the duties that the school or district requires.	Counselor establishes rapport and supports cooperative relationships with parents, colleagues and community partnerships in working for student interests.
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.
13.7 The professional school counselor uses data to recommend systemic change in policies and procedures that limit or inhibit academic achievement.	Counselor is resistant to the need for change in meeting expectations of the district and community.	Counselor is flexible and open to change as the need is presented.	Counselor is a leader in advocating for change in response to the needs of the school and community.

**APPENDIX G-18**

Anaheim Union High School District  
 School Counselor Performance Evaluation

Based on the American School Counselor Association National Model™

School Counselor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Position: \_\_\_\_\_

Directions:

- For each of the performance standards, rate the counselor using the following scale by placing an "X" in the appropriate box.

Unsatisfactory	Developing	Proficient
----------------	------------	------------

- Also, include any relevant comments for each of the thirteen standards and for the school counselor's overall performance.

Description	U	D	P
<b>Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.</b>			
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.			
1.2 The school counseling program supports the academic, personal/social, and career development of all students.			
1.3 The professional school counselor demonstrates positive interpersonal relationships with students.			
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.			
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.			
<b>Overall Rating for Standard 1</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.</b>			
2.1 The professional school counselor teaches core counseling curriculum effectively.			
2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.			
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.			
<b>Overall Rating for Standard 2</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.</b>			
3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.			
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.			



	<b>Overall rating for Standard 3</b>			
<b>Reinforcement/Refinement:</b>				
<b>Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.</b>				
4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.				
4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.				
4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers and other school personnel.				
	<b>Overall Rating for Standard 4</b>			
<b>Reinforcement/Refinement:</b>				
<b>Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.</b>				
5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.				
5.2 The professional school counselor provides support for other school programs.				
	<b>Overall Rating for Standard 5</b>			
<b>Reinforcement/Refinement:</b>				
<b>Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.</b>				
6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.				
6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.				
6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.				
	<b>Overall Rating for Standard 5</b>			
<b>Reinforcement/Refinement:</b>				
<b>Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.</b>				
7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.				
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.				

**APPENDIX G-20**

7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.			
<b>Overall Rating for Standard 7</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.</b>			
8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.			
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.			
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.			
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.			
<b>Overall Rating for Standard 8</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.</b>			
9.1 The professional school counselor is accountable for using monitoring every student's progress.			
9.2 The professional school counselor implements monitoring systems appropriate to the individual school.			
9.3 The professional school develops appropriate interventions for students as needed and monitor their progress.			
<b>Overall Rating for Standard 9</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 10: The professional school counselor uses time and calendars to implement an efficient program.</b>			
10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.			
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.			
10.3 The professional school counselor posts a weekly or monthly calendar.			
10.4 The professional school counselor analyzes time spent providing direct service to students.			
<b>Overall Rating for Standard 10</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 11: The professional school counselor develops a results-based evaluation for the program.</b>			
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.			
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.			

11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.			
<b>Overall Rating for Standard 11</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 12: The professional school counselor conducts a yearly program audit.</b>			
12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.			
12.2 The professional school counselor shares the results of the program audit with the advisory council.			
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.			
<b>Overall Rating for Standard 12</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.</b>			
13.1 The professional school counselor promotes the academic success of every student.			
13.2 The professional school counselor promotes equity and access for every student.			
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.			
13.4 The professional school counselor understands reform issues and works to close the achievement gap.			
13.5 The professional school counselor collaborates with teachers, parents and the community to promote the academic success of students.			
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.			
13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement.			
<b>Overall Rating for Standard 13</b>			
<b>Reinforcement/Refinement:</b>			

OVERALL PERFORMANCE RATING: UNSATISFACTORY \_\_\_\_ DEVELOPING \_\_\_\_ PROFICIENT \_\_\_\_

Reinforcement:

Refinement:

Evaluee's signature indicates that the evaluation has been read and discussed. It does not necessarily indicate agreement with evaluation. In the event of any disagreement, the employee has the right to present his/her point of view by submitting a response within ten (10) days to the evaluator.

---

School Counselor	Date	Evaluator	Date
------------------	------	-----------	------

Distribution: \_\_\_ Administrator \_\_\_ School Counselor \_\_\_ Personnel File

Counselor Performance Improvement Plan

Counselors Name: \_\_\_\_\_

Supervisor: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

\*Developed in cooperation with administrator, counselor, and association representative

1. Area (s) of Deficiency:
Performance Standard (s) _____
Concerns:

2. Supervisor's Expectations:

3. Assistance to be provided to counselor in meeting expectations:

4. Timeline:

Counselor Signature: _____	Date: _____
Administrator Signature: _____	Date: _____
Association Member Signature: _____	Date: _____

**Original to Counselor**

**Copy to Supervisor**

**Copy to Human Resources**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)  
AND  
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

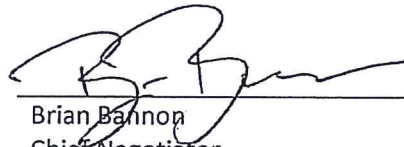
COUNSELOR EVALUATION COMMITTEE

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review Article 12-Evaluation Procedures and Appendix G regarding counselor evaluations. The joint committee will be comprised of counselors, and site and District administrators.

This agreement is dated: April 19, 2018



Brad Jackson  
Assistant Superintendent  
Human Resources



Brian Bannon  
Chief Negotiator  
APGA

APPENDIX H

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

PUPIL-TO-COUNSELOR RATIO


The Anaheim Personnel and Guidance Association (APGA) and the District agree to meet to discuss concerns about Pupil-to-Counselor ratios and look at options to continue reducing these ratios in the 2015-2016 and subsequent school years. These meetings will occur prior to May 1 of each school year.

This agreement will remain in effect for the 2014-2015, 2015-2016, and 2016-2017 school years and will continue until a new agreement is reached.

This agreement is dated: March 22, 2016



Brad Jackson  
Assistant Superintendent  
Human Resources



Lacie Mounger  
Co-President  
APGA



Kyle Hendricksen  
Co-President  
APGA

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)  
AND  
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR JOB DESCRIPTION COMMITTEE

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review District policy 6301.35 Guidance Counselor and the job description for Outreach Counselor (Independent Learning Center counselor job description). The joint committee will be comprised of counselors, and site and District administrators.

This agreement is dated: April 19, 2018



Brad Jackson  
Assistant Superintendent  
Human Resources



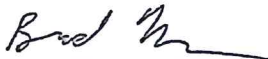
Brian Bannon  
Chief Negotiator  
APGA



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)  
AND  
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)  
April 19, 2018

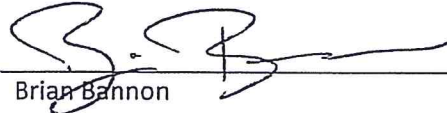
COUNSELOR STAFFING

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to extend the reduction of 2 counselor positions through the end of the 2020/21 school year.



---

Brad Jackson  
Assistant Superintendent  
Human Resources



---

Brian Bannon  
Chief Negotiator  
APGA

APPENDIX K

# MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

## COUNSELOR ON SPECIAL ASSIGNMENT

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to the creation of a Counselor on Special Assignment (COSA) position subject to the following provisions:

### Duration

The duration of this MOU is from February 20, 2018 through June 30, 2021.

### Job Description

- Support each school's counseling team in the process of implementation and execution of the AUHSD Educational Pledge
- Serves as liaison between counselors and district management
- Assists in the coordination of professional development activities for counselors, and may be expected to provide direct training as needed
- Assists counselors and the school's site administrator in assessing their needs and supports implementing a comprehensive guidance program that addresses the academic, career, and personal/social development of all students
- Assists in the coordination of professional development activities with counselors and provides support in promoting the academic, career, and personal/social development of students
- Assists in the re-design of the counseling evaluation tool and support the director with the maintenance and monitoring of the evaluation tools effectiveness
- Supports the director in facilitating district all-counseling and lead counseling meetings
- Facilitates the counselor task force, designed to establish and improve best practices
- Work with local universities to recruit counseling interns
- Performs other counselor specific duties, as required

### WORKING HOURS

10.1 Hours - General – Current contract language as stated per article 10.1 will apply.

10.2 Assigned Days of Work – current contract language as stated per article 10.2 with the addition of up to 13 additional work days.

Extra Service Pay

Appendix C (4)-The COSA will receive a stipend consistent with the Extra Pay Schedule for Senior High School Department Chairs.

Return Rights

The COSA will have return rights to their previous position and site, including any extra service pay positions referenced in Appendix C of the collective bargaining agreement, during the duration of the MOU under the following condition:

- If the proposed return occurs at the beginning of the school year, the COSA must notify the District in writing of the intent to return no later than 45 calendar days before the end of the previous school year.

If, during the duration of the MOU, a vacant counselor position exists in the District, the COSA may apply for a transfer to the position per Article 9.3: Voluntary Transfers of the collective bargaining agreement.

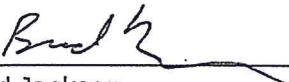
If the duration of the MOU is extended, the COSA will not maintain return rights to any previous site nor will they retain return rights to any previously held extra service pay positions referenced in Appendix C (4). However, they will maintain return rights to a counselor position in the District once a vacancy exists. Article 9: Transfer Procedures will apply to that transfer.

For any other situations involving the COSA returning to a counselor position, Article 9: Transfer Procedures will apply.

Backfilling the Vacant Counselor Position

The vacant counselor position created by the filling of the COSA position will be filled on a temporary basis without a posting.

This MOU is dated: April 19, 2018

  
 \_\_\_\_\_  
 Brad Jackson  
 Assistant Superintendent  
 Human Resources

  
 \_\_\_\_\_  
 Brian Bannon  
 Chief Negotiator  
 APGA

## Certificated Personnel Duties

**Position: School Counselor**

**Evaluated by: Principal or designee**

**Basic Functions:** Leadership, advocacy, and collaboration are the skills school counselors will draw on to implement a preventive, proactive school counseling program using the American School Counselor Association (ASCA) National Model: A Framework for School Counseling Programs (2005). Counselors will promote student success through the implementation of this comprehensive school counseling program that addresses the academic, career, and personal/social needs of students. The duties and responsibilities include but not limited to the following:

### Duties and Responsibilities:

#### **I. Develop and Management of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005)*.**

1.1 Discusses the comprehensive school counseling program with the school administrator.

- ❖ Completes an annual agreement with the administrator.

1.2 Develops and maintains a written plan for effective delivery of the school counseling program based on the ASCA comprehensive school counseling standards and current individual school data.

1.3 Communicates the goals of the comprehensive school counseling program to education stakeholders, i.e.

- ❖ Publicizes newsletters, calendars, memos, web pages, etc.
- ❖ Presents information to school site leadership teams, staff and parent/guardian meetings.

1.4 Maintains current and appropriate resources for education stakeholders.

- ❖ Maintains/supports career resources, college and scholarship information.

1.5 Uses the majority of time providing direct services through the Counseling Core Curriculum, Individual Student Planning and Preventive and Responsive Services and most remaining time in program management, System support and accountability, (National standards recommend 80% of time in Counseling Core curriculum, Individual Student Planning and Preventive and Responsive Services and 20% of time in program management, system support and accountability. (American School Counseling Association (2005). The ASCA National Model: A Framework for School Counseling Programs.

- ❖ Maintains calendars of activities and services of the school counseling program.

**II. Delivery of a comprehensive school counseling program based on the ASCA National Model: A Framework for School Counseling Programs (2005).  
Counseling Core Curriculum**

2.1 Provides leadership and collaborates with other educators in the school-wide integration of the Counseling Core Curriculum.

- ❖ Assist teachers with how to use the Counseling Core Curriculum lesson plans in their classrooms.
- ❖ Provides applicable materials and resources to teacher for doing guidance activities in their classrooms.

2.2 Implements developmentally appropriate and prevention-oriented group activities to meet student needs and school goals.

- ❖ Conducts classroom counseling core curriculum.
- ❖ Conducts small and large group activities based on the guidance curriculum.

***Individual Student Planning***

2.3 Assists all students, individually or in groups, with developing academic, career and personal/social skills, goals and plans.

2.4 Accurately and appropriately interprets and utilizes students data.

2.5 Collaborates with parents/guardians and educators to assist students with educational and career planning.

- ❖ Sends written communications to parents/guardians and teachers.
- ❖ Apprises teachers of adaptive materials and services that are available to students.

***Preventive and Responsive Services***

2.6 Provides individual and group counseling to students with identified concerns and needs.

2.7 Consults and collaborates effectively with parents/guardians, teachers, administrators and other educational/community resources regarding students with identified concerns and needs.

- ❖ Advocates for equity and access for all students.
- ❖ Provides staff with resources to accommodate individual differences and needs of students.

2.8 Implements and effective referral and follow-up process.

- ❖ Manages and communicates a clear means for counseling referrals and access to counseling services.

2.9 Accurately and appropriately uses assessment procedures for determining and structuring individual and group counseling services.

***System Support***

2.10 Provides appropriate information to staff related to the comprehensive school counseling program.

- ❖ Informs staff of services provided by the school counseling and how to access those services.

2.11 Assists teachers, parents/guardians and other stakeholders in interpreting and understanding student data.

2.12 Participates in professional development activities to improve knowledge and skills.

- ❖ Attend professional conferences, workshops, etc. relevant to school counseling.

2.13 Uses available technology resources to enhance the school counseling program.

2.14 Adheres to laws, policies, procedures, and ethical standards of the school counseling program.

- ❖ Monitors/supervises student activities as appropriate.

**III. Accountability of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005)*.**

3.1 Conducts a yearly program audit to review extent of program implementation.

3.2 Collects and analyzes data to guide program direction and emphasis.

3.3 Measures results of the school counseling program activities and shares results as appropriate.

3.4 Monitors student academic performance, behavior and attendance and assists with appropriate interventions.

## Lead Counselor

### GENERAL RESPONSIBILITIES

Provide the leadership for the implementation of a comprehensive school based counseling program designed to support instruction and student achievement. Responsible for the coordination, supervision, and management of the school counseling program.

### ESSENTIAL FUNCTIONS

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.) In addition to the duties and responsibilities of school counselor including but not limited to the following:

- Provides leadership, guidance, training and support resources for counselors.
- Provides two-way communication from department to administration.
- Keeps well informed on state laws and professional ethics in counseling with youth and on current policies and procedures of all community mental health and social agencies.
- Model competence in counseling content, instruction and pedagogy.
- Develops, plans, implements, promotes, and evaluates a comprehensive developmental counseling and guidance program based on the National Standards for school counselors; consistently reviews and modifies the school counseling program to best fit the needs of the school and the students.
- Acts as a resource for teachers, such as conducting in-service programs for school staff.
- Follows District policies and procedures for District guidance services and coordinates relationships of such services to other departments.
- Coordinates the site and feeder school articulation process and program. Serves as liaison between district; elementary, middle or high schools; or parent information in matter of transition.
- Keep the site administration apprised of the progress of the department and any problems encountered.
- Establish and maintain an effective work climate within the school counseling department and school community.
- Work closely with administration and master schedule builder, as it relates to student scheduling.
- Work collaboratively with other department chairs.
- Actively engage and participate in district lead meetings and disseminate information to school counselors in department.
- Facilitate weekly department meetings and submit minutes to administration.
- Presents or prepares an annual report to the Board of Trustees on the sites comprehensive counseling program.
- Facilitate department planning meeting that includes annual agreement.

**CHANGES TO**

**AGREEMENT**

**between the**

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

**and the**

**ANAHEIM PERSONNEL AND GUIDANCE  
ASSOCIATION**

**for the period**

**August 8, 2016**

**through**

***the first Counselor work day of  
the 2019-20 school year***

Agreement for 2016-2019  
Board Approved: June 15, 2017

Reopener Agreement for 2017-2018  
Board Approved: June 14, 2018

Reopener Agreement for 2018-2019  
Board Approved: Pending



## 8.8 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse or child. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.

## 8.9 Parental Leave

8.9.1 Upon request, pregnant unit members shall be granted paid maternity leave for up to six weeks after the birth of a child. Additional maternity leave of up to six weeks shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) or extended sick leave (under 8.20) during that time. Maternity leave will be provided in accordance with existing law.

8.9.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to one twelve-week leave during any twelve-month period and shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) during that time. Parental leave will be provided in accordance with existing law.

## 8.23 Catastrophic Leave

Unit members may participate in the District Catastrophic Leave Program by irrevocably donating accrued sick leave to be used by other employees who experience catastrophic personal illness or injury. Donations made under this Catastrophic Leave Program shall be strictly voluntary.

### Definitions

8.23.1 "Catastrophic illness or injury" means illness or non-work related injury due to an accident that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off with the exception of extended illness leave.

8.23.2 "Eligible leave credits" are sick leave days accrued by the unit member and donated to the Catastrophic Leave Program.

8.23.3 The "Sick Leave Bank" shall be comprised of donated eligible leave credits.

8.23.4 "Open Enrollment" shall take place annually during the month of October each year.

- 8.23.5 The “Board” means the District Board of Trustees, Superintendent, or designee.
- 8.23.6 The “Sick Leave Bank Committee” or “Committee” shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME), the Mid-Managers Association, and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.
- 8.23.7 “Enrolled Member” means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.

#### General Provisions

- 8.23.8 To become an Enrolled Member, a permanent employee must initially donate at least one (1) eligible leave credit to the Sick Leave Bank. Thereafter, an Enrolled Member must donate at least one (1) eligible leave credit to the Sick Leave Bank every year during Open Enrollment unless donations have been suspended pursuant to Article 8.23.26. Failure to make a required annual donation during Open Enrollment shall result in removal of the unit member from the Catastrophic Leave Program and shall terminate his or her status as an Enrolled Member.
- 8.23.9 The Sick Leave Bank is available to all Enrolled Members for use during their work year. Twelve-month employees may apply to use the Sick Leave Bank year-round. All other employees are eligible according to their regular work year.
- 8.23.10 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible must wait sixty (60) duty days after they enroll before becoming eligible to withdraw from the Sick Leave Bank.
- 8.23.11 The Sick Leave Bank cannot be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave (Article 8.11), (2) catastrophic leave (Article 8.23), (3) extended illness leave (Article 8.20).
- 8.23.12 The maximum amount of time for which donated eligible leave credits may be used is 25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of 50 days.
- 8.23.13 This Catastrophic Leave Program may not be used if the Enrolled Member applies for or has purchased any other benefit or disability insurance program or income protection program, either public or private, unless the total benefit is less than 100% of the Enrolled Member’s basic salary. Enrolled Members having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.

- 8.23.14 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, income protection plan, or a combination of District income and income protection plan, shall not provide the Enrolled Member with a greater monthly District income/fringe benefit contribution than he or she received prior to the receipt of catastrophic leave.
- 8.23.15 An Enrolled Member who receives donated eligible leave credits shall use any personal leave credits that he or she continues to accrue on a monthly basis prior to receiving or using additional donated eligible leave credits from the Sick Leave Bank.
- 8.23.16 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.
- 8.23.17 If more than one (1) applicant is being considered at the same time and there are not enough days in the Sick Leave Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted pursuant to Article 8.23.34.
- 8.23.18 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District. In its discretion, the District may take other appropriate action against an Enrolled Member who fraudulently or inappropriately uses the Catastrophic Leave Program.
- 8.23.19 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations pursuant to Article 8.23.34.
- 8.23.20 The Enrolled Member must waive any and all claims against the Board, District and its officers and employees arising from the administration of the Catastrophic Leave Program.
- 8.23.21 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

#### Donating to the Sick Leave Bank

- 8.23.22 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.
- 8.23.23 All transfers of eligible leave credits are irrevocable.
- 8.23.24 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year, except as provided in Article 8.23.34. In all cases, Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an

exception to this provision must be submitted in writing and approved by the Superintendent or designee.

- 8.23.25 Donations to the Sick Leave Bank are general donations.
- 8.23.26 When and if the donated eligible leave credits in the Sick Leave Bank reach a total of 2,000 actual days, the Committee may suspend donations for one (1) year for all existing Enrolled Members. New members, however, must donate one (1) eligible leave credit to enter the Catastrophic Leave Program.

#### Utilizing Credits from the Sick Leave Bank

Eligible leave credits may be requested, in writing to the Assistant Superintendent, Human Resources, from the Sick Leave Bank for a catastrophic illness or injury if all of the following requirements are met.

- 8.23.27 The employee must be an Enrolled Member before requesting donated eligible leave credits.
- 8.23.28 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee.
- 8.23.29 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or injury.
- 8.23.30 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.
- 8.23.31 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.
- 8.23.32 The Enrolled Member has exhausted all accrued paid leave credits. See also Article 8.23.11.
- 8.23.33 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

#### Direct Donation

- 8.23.34 Notwithstanding any other provision of Article 8.23, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Article 8.23.17, or (2) an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Article 8.23.12. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from

another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

#### Conditions, Illnesses, and Injuries Not Covered

8.23.35 Conditions, illnesses, or injuries resulting from the commission of a felony, elective cosmetic surgery, or stress are not covered. Conditions, illnesses, or injuries covered under the Workers' Compensation Program are also not covered.

### ARTICLE 12: EVALUATION PROCEDURES

#### 12.1 General Provisions

The District retains sole responsibility for the evaluation and assessment of performance of each counselor, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

#### 12.2 Procedures

The principal or designated administrative representative shall conduct the evaluation. Unscheduled evaluations may be made at any time during the school year at the discretion of the principal.

12.2.1 All non-permanent unit members will be evaluated annually and all permanent unit members at least every other year, using the School Counselor Performance Evaluation (Appendix G). Unit members with permanent status who have been employed at least ten (10) years with the District and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every five (5) years, if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, the evaluator shall provide the employee a written notice within the first two weeks of the beginning of the school year. The final evaluation conference shall be conducted no later than two weeks prior to the end of the school year for unit members and necessary forms forwarded to the Certificated Human Resources Office not later than June 15. The final evaluation should reflect in writing whether or not the unit member has been recommended for re-employment.

12.2.2 Prior to September 1st of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference and review annual agreement (Appendix G-6) and Counselor Core Curriculum Template (Appendix G-10). They will identify the types of multiple measures and various examples of evidence that will assist the evaluator in evaluating the employee on the elements within the 13 standards. They will decide upon the types of evidence that needs

to be observed or collected and indicating which types of evidence will be helpful to demonstrate proficiency levels. Once the multiple measures are identified, the evaluator will assess the employee's practices during the year and use evidence collected to help determine progress and feedback.

- 12.2.3 The purpose of the preliminary evaluation conference shall be to review the element and planned activity to be achieved in the following required areas of evaluation:
- 12.2.3.1 Standard 1: The professional school counselor plans, organizes and delivers the school counselor program.
  - 12.2.3.2 Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.
  - 12.2.3.3 Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of education and career plans.
  - 12.2.3.4 Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.
  - 12.2.3.5 Standard 5: The professional school counselor provides system of support through effective school counseling program in collaboration with school staff.
  - 12.2.3.6 Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.
  - 12.2.3.7 Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery services of the school counseling program and solicits feedback to support program design.
  - 12.2.3.8 Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.
  - 12.2.3.9 Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.
  - 12.2.3.10 Standard 10: The professional school counselor uses time and calendars to implement an efficient program.
  - 12.2.3.11 Standard 11: The professional school counselor develops a result-based evaluation for the program.

- 12.2.3.12 Standard 12: The professional school counselor conducts a yearly program audit.
- 12.2.3.13 Standard 13: The professional school counselor is a student advocate, leader, collaboration and a system change agent.
- 12.2.4 Following the preliminary evaluation conference, the evaluatee will be given a typed copy of the School Counselor Performance Evaluation. The signatures of the evaluator and evaluatee shall appear on this form. The evaluatee's signature indicates that the evaluatee has read the document.
- 12.2.5 The evaluatee shall be observed ongoing throughout the year based on the 13 Standards. Mid-Year Checkpoint for Permanent Employees the District will make a good faith effort to meet with permanent employees prior to February 1st. At this time, the evaluator will meet with the employee to share insights on the practices that have been observed and evidence collected during the year for the standards. The employee may choose to bring additional artifacts to the meeting. During the discussion, the evaluator will determine the degree to which an employee's performance meets a defined level on the AUHSD School Counselor Performance Rubric (Appendix G15). The Continuum will be reviewed so that the employee can see which practices need to be refined and extended in order to obtain growth in the elements being assessed. Progress will be noted on the School Counselor Performance Evaluation that was discussed during the goal setting meeting and the element ratings for the standards may be completed during the conference or after the conference. This is the time that professional development goals can be identified and other resources discussed to enable the teacher to pursue avenues for growth.
- 12.2.6 Report of Observation of first and second year certificated unit members will be conducted each school year.
- 12.2.7 Observation Process - While all employees will be observed during the year in meeting their roles and responsibilities as described in their respective continuums, counselors will also be formally observed in the classroom setting delivering their counseling core curriculum. Evaluators will use the Reflection Sheet (Appendix G-14) Conference Summary to summarize learning during the observation. After the observation, counselors will attend a conference within five working days to obtain feedback.
- 12.2.8 The School Counselor Performance Plan shall be utilized for overall routine evaluation of unit members. All sections of these forms must be completed accurately. The certificated unit member shall have a conference with the appropriate administrator whenever the School Counselor Performance Plan is utilized. The evaluator/evaluatee is to sign the original and all copies of these reports. The original is retained by the school, one (1) copy is sent to the District

Certificated Human Resources office and one (1) copy is retained by the evaluatee.

12.2.9 In the event that the member receives a review of developing or unsatisfactory a Counselor Performance Improvement Plan will be utilized see appendix G-12.

12.3 Conditions

12.3.1 The evaluator must maintain on file each completed evaluation form.

12.3.2 All monitoring or observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member.

12.3.3 Matters which will be used to evaluate a unit member will be brought to the attention of the unit member in writing within a reasonable period of time following the dates the administration first becomes aware of such facts. This may involve progressive discipline.

12.3.4 Upon request, a unit member shall be entitled to have a representative of his/her choice present when s/he is subject to disciplinary action. A request for such representation is made, any conference will be held within a period of time not to exceed five (5) school days in order that such a representative may have an opportunity to be present. Nothing in these procedures exempts the unit member from the basic responsibilities as described in his/her job description.

12.4 Important Dates

Requirements

September 1

Evaluation system explained to all appropriate unit members and distribution of necessary forms.

Preliminary evaluation conference to develop elements and planned activities.

End of First Quarter

Report of Observation completed for appropriate unit members.

End of Second Quarter

Report of Observation completed for appropriate unit members.

Two weeks prior to the end of the school year

Final evaluation conference.

By the last day of school Necessary forms filed in Certificated Human Resources office.

14.1 Salary – Counselors

Effective August 6, 2018, the 2017-2018 Counselors' Salary Schedule shall be increased by 1.75% and is hereby incorporated into the Agreement as Appendix B.

In the event another District employee unit receives an increase in salary greater than 1.75% for the 2018-2019 school year, the District or APGA may request, and the other party will agree, to re-open negotiations on salary for 2018-2019.



## ARTICLE 15: HEALTH AND WELFARE

### 15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

#### 15.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including a prescription card service, in the amount not to exceed the super composite rate established for 2017 of \$1,348 per month or \$16,179 per year per enrolled unit member, or

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provided as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan administrator, Prescription drug and the Mental Health carriers. Pan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2018 calendar year, the District's contribution to the blended super composite rate shall not exceed \$16,078.

2013 blended super composite rate calculation example.

1,238 employees are in the HMO. (46%)

1,433 employees are in the PPO. (54%)

46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757.

\$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible dependents

15.1.3 Dental Insurance

Delta Dental PPO dental insurance for unit members and eligible dependents, or Delta Care PMI dental insurance for unit members and eligible dependents.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary benefit plan designs (Life, Dental, Vision) shall be determined by the District Insurance Committee.

15.1.6 If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or APGA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee ("Committee") is to fulfill the commitment contained herein and in previous memorandum of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly, the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district's contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates the Committee will make suggestions for cost containment.

15.2.3 The Committee's final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rates shall be submitted to the Association no later than September 30. The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be

submitted for ratification. If such agreement is not reached prior to November 1 of each year the district is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year's blended super composite rate provided by the contract administrator.

15.3 Right to Contract

The Association shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

15.4 Self-Insurance Plan

The District will maintain a self-insurance plan, using an outside contract administrator.

15.5 Retirees

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all unit members who were regular contract certificated personnel in the employment of the District prior to September 6, 1979 and who retire(d) on or after September 6, 1979 from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans.

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

All unit members ages 60-65 who are regular contract certificated personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only. Unit members who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of yearly premium will be established each year by the Business Office.

Members retiring after 1969 shall receive benefits no greater than those accorded current, active bargaining unit members. To remain eligible for the district-paid benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

15.6 IRS Section 125 - Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be mutually agreed upon by the Association and the District. Participation by bargaining unit members in the Plan shall be voluntary.

17.5 Removal of Unit Member From Extra Service Pay

It is understood by the parties that the District may remove unit members from extra service pay positions (Appendix C or ASTA Appendix C-2 through C-4)) subject to due process. For purposes of this section, due process means:

17.5.1 Verbal warning(s)

17.5.2 Written warning

17.5.3 Reprimand

17.5.4 Removal

The District may also remove a unit member from extra-pay and leadership positions (Appendix C or ASTA Appendix C-2 through C-4) due to deficiencies in performance or as a result of a transfer to another site. The unit member will be given written notice of the deficiencies prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport effective for the following school year or season. It is understood that any written materials or documents related to the removal of a unit member from an extra service pay position shall not be placed in the unit member's personnel file. This does not prohibit the documentation of serious offenses involving moral turpitude to be included in the personnel file.

ARTICLE 20: DURATION

This Agreement shall remain in full force and effect through the first work day of the 2021 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school year 2019-20, Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, Article 11-Pupil to Counselor Ratio, and all MOUs, shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2019-20. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2019-20 and 2020-21, notwithstanding the results of the limited reopener of negotiations as outlined above.

## ANAHEIM UNION HIGH SCHOOL DISTRICT

### Directions and Timeline Information For Counselor Evaluation

The counseling departments at each school site are encouraged to meet yearly to review the annual agreement. This meeting can take place at the end of the previous school year, during the summer, or the beginning of the school year. The annual agreement should be completed at this meeting, and a copy is given to all counselors in the department at the given school site.

#### INITIAL CONFERENCE:

- Prior to the initial conference, the counselor will review the annual agreement.
- The counselor will submit the proposed Individual Counselor Performance Plan to the administrator prior to September 1<sup>st</sup>.
- The administrator and counselor will review all standards and annual agreements, make any necessary modifications, and sign in agreement prior to September 30<sup>th</sup>.
- A copy of the signed form is given to the counselor, and the original will be filed on campus.

The administrator may use the Classroom/Educational Setting Observation form when observing the counselor during the school year. It is recommended that a copy of the observation form will be given to the counselor within five (5) working days of the observation. A report of the observation must be completed prior to the end of the first quarter and prior to the end of the second quarter.

#### FINAL RATING:

- Administrator will use any observation forms/notes to complete the school counselor performance evaluation.
- Each standard will be rated by the administrator (Unsatisfactory, Developing, Proficient) based on the scale on the form.
- Refinements must be made if a counselor is rated an Unsatisfactory; comments are encouraged for ratings Developing and Proficient.
- The administrator will determine a final rating of all evaluation categories as: Unsatisfactory, Developing, Proficient.
- The administrator will review the completed form with the counselor two weeks prior to the end of the school year.
- The final rating form will be signed by the administrator and counselor at this meeting.
- The counselor's signature will indicate that they have received a copy of the evaluation form, and will identify if there will be a rebuttal or waiver of rebuttal.
- Rebuttal comments, if necessary, must be submitted by the counselor to the administrator, within five (5) working days.

**Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.**

- 1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.
- 1.2 The school counseling program supports the academic, personal/social, and career development of all students.
- 1.3 The professional school counselor demonstrates positive interpersonal relationships with students.
- 1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.
- 1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.

**Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.**

- 2.1 The professional school counselor teaches core counseling curriculum effectively.
- 2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.
- 2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.

**Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.**

- 3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.
- 3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.

**Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.**

- 4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.
- 4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.
- 4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers and other school personnel.

**Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.**

- 5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.
- 5.2 The professional school counselor provides support for other school programs.

**Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.**

- 6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.
- 6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.
- 6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.

**Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.**

- 7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.
- 7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.
- 7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.

**Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.**

- 8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.
- 8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.
- 8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.
- 8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.

**Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.**

- 9.1 The professional school counselor is accountable for using monitoring every student's progress.
- 9.2 The professional school counselor implements monitoring systems appropriate to the individual school.
- 9.3 The professional school develops appropriate interventions for students as needed and monitor their progress.

**Standard 10: The professional school counselor uses time and calendars to implement an efficient program.**

- 10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.
- 10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.
- 10.3 The professional school counselor posts a weekly or monthly calendar.
- 10.4 The professional school counselor analyzes time spent providing direct service to students.

**Standard 11: The professional school counselor develops a results-based evaluation for the program.**

- 11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.
- 11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.
- 11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.

**Standard 12: The professional school counselor conducts a yearly program audit.**

- 12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.
- 12.2 The professional school counselor shares the results of the program audit with the advisory council.



12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.

**Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.**

- 13.1 The professional school counselor promotes the academic success of every student.
- 13.2 The professional school counselor promotes equity and access for every student.
- 13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.
- 13.4 The professional school counselor understands reform issues and works to close the achievement gap.
- 13.5 The professional school counselor collaborates with teachers, parents and the community to promote the academic success of students.
- 13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.
- 13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement

# Annual Agreement

School Counselor \_\_\_\_\_ Year \_\_\_\_\_

## School Counseling Program Mission Statement

### School Counseling Program Goals

The school counseling program will focus on the following achievement, attendance and/or behavior goals this year. Details of activities promoting these goals are found in the curriculum, small-group and closing-the-gap action plans.

Program Goal Statements	
1	
2	
3	

### Use of Time

I plan to spend the following percentage of my time delivering the components of the school counseling program. All components are required for a comprehensive school counseling program.

		Planned Use		Recommended
Direct Services to Students	____ percent	School counseling core curriculum	Provides developmental curriculum content in a systematic way to all students	80 percent or more
	____ percent	Individual student planning	Assists students in the development of educational, career and personal plans	
	____ percent	Responsive services	Addresses the immediate concerns of students	
Indirect Services for Students	____ percent	Referrals, consultation and collaboration	Interacts with others to provide support for student achievement	
Program Planning and School Support	____ percent	Foundation, management and accountability and school support	Includes planning and evaluating the school counseling program and school support activities	

**Professional Collaboration and Responsibilities**

Choose all that apply.

Group	Weekly/Monthly	Coordinator
School Counseling Team Meetings		
Administration/School Counseling Meetings		
Student Support Team Meetings		
Department Chair Meetings		
School Improvement Team Meetings		
District School Counseling Meetings		
Other		

**Budget Materials and Supplies Annual**

budget: \$ \_\_\_\_\_

Materials and supplies needed:

**School Counselor Availability/Office Organization**

The school counseling office will be open for students/parents/teachers from \_\_\_\_\_ to \_\_\_\_\_.

My hours will be from \_\_\_\_\_ to \_\_\_\_\_ (if flexible scheduling is used).

The career center will be open from \_\_\_\_\_ to \_\_\_\_\_

**Role and Responsibilities of Other Staff and Volunteers**

School counseling department assistant \_\_\_\_\_

Attendance assistant clerk \_\_\_\_\_

Data manager/registrar \_\_\_\_\_

Career and college center assistant \_\_\_\_\_

Other staff \_\_\_\_\_

Volunteers \_\_\_\_\_

School Counselor Signature \_\_\_\_\_

Principal Signature \_\_\_\_\_

Date \_\_\_\_\_

# Counselor Core Curriculum Template

School Counselor: \_\_\_\_\_ Date: \_\_\_\_\_

Activity: \_\_\_\_\_

Grade(s): \_\_\_\_\_

ASCA Mindsets & Behaviors (Domain/Standard):  
\_\_\_\_\_  
\_\_\_\_\_

Learning Objective(s) (aligns with competency):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Materials: \_\_\_\_\_  
\_\_\_\_\_

Procedure/Strategies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Plan for Evaluation: How will each of the following be collected?

Process Data: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Perception Data: \_\_\_\_\_  
\_\_\_\_\_

Outcome Data: \_\_\_\_\_  
\_\_\_\_\_

Follow-Up: \_\_\_\_\_  
\_\_\_\_\_

## Reflection Sheet

To be completed by counselor at the end of 1st and 2nd quarter.

Name: \_\_\_\_\_ School: \_\_\_\_\_

Date: \_\_\_\_\_ Supervisor \_\_\_\_\_

1. As I reflect on the counseling services provided, to what extent were the audience productively engaged? How do I know?
2. How and will this activity/service improve academic, career, personal/social decisions?
3. Did I adjust my goals or my work plan if needed? Why? How?
4. If I had the opportunity to provide these counseling services again, to this same audience what would I do differently? Why?

## AUHSD School Counselor Performance Rubric

Counselor's Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Key: Range of performance at each level**

<b>Unsatisfactory</b>	<b>Developing</b>	<b>Proficient</b>
-----------------------	-------------------	-------------------

**Standard 1: The professional school counselor plans, organizes and delivers the comprehensive school counseling program.**

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.	Counselor lacks knowledge of the principles of developmental stages and program development.	Counselor demonstrates adequate knowledge of developmental stages and contributes to program development.	Counselor demonstrates thorough knowledge of developmental stages and principles and competently applies this knowledge in the development of K-12 comprehensive counseling programs.
1.2 The school counseling program supports the academic, personal/social, and career development of all students.	Counselor does not support academic, personal/social, and career development of all students.	Counselor supports academic, personal/social, and career development to some students.	Counselor supports academic, personal/social, and career development to all students.
1.3 The professional school counselor demonstrates positive interpersonal relationships with students.	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general worth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues. Counselor takes initiative in assuming leadership among the faculty.
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents/guardians.	Counselor fails to establish working relationships with parents or guardians.	Counselor attempts to establish working relationships with parents or guardians.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnerships in working for student interests.

**Standard 2: The professional school counselor implements the counseling core curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
2.1 The professional school counselor teaches the counseling curriculum units effectively.	Counselor fails to utilize appropriate instructional skills and strategies.	Counselor has some ability to employ instructional strategies.	Counselor develops and implements instructional strategies that engage all students.
2.2 The professional school counselor develops materials and instructional strategies to meet student needs and school goals.	Counselor lacks knowledge or experience with group guidance.	Counselor displays adequate knowledge of group guidance practices and can assist in implementing programs.	Counselor displays extensive knowledge of group guidance practices and can function as a resource for group guidance programs.
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the counseling curriculum.	School counselor demonstrates minimal willingness or ability to encourage staff implementation of counseling curriculum.	School counselor often encourages staff and aids in the implementation of counseling curriculum, consistently.	School counselor consistently encourages staff and aids in the implementation of counseling curriculum.

**Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career plans.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
3.1 The professional school counselor, in collaboration with parents, helps students establish goals and develop and use planning skills.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.	Counselor uses test information inappropriately.	Counselor can use test scores appropriately.	Counselor has a highly developed sense of appropriate use and application of a wide range of test scores.



**Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
4.1 The professional school counselor counsels individual students and groups of students with identified needs/concerns.	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-teacher interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general warmth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
4.2 The professional school counselor consults effectively with parents, teachers, administrators, and other relevant individuals.	Counselor makes little effort to facilitate communication with parents/guardians.	Counselor establishes rapport and cooperative relationships in most situations.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnership in working for student interests.
4.3 The professional school counselor implements an effective referral process with administrators, teachers and other school personnel.	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.

**Standard 5: The professional school counselor provides systems support through effective counseling program management and support for other educational programs.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
5.1 The professional school counselor provides a comprehensive and balanced guidance program in collaboration with school staff.	Counselor lacks knowledge of the principles of developmental guidance and program development.	Counselor demonstrates some knowledge of the principles of developmental guidance and can participate in program development.	Counselor demonstrates thorough knowledge of developmental guidance principles and readily applies this knowledge in active development of programs.
5.2 The professional school counselor provides support for other school programs.	Counselor avoids becoming involved in school and district projects.	Counselor participates in school and district projects when specifically asked.	Counselor volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

**Standard 6: The professional school counselor has discussed the counseling department management system and the program action plans with the school administrator.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
6.1 The professional school counselor has discussed the qualities of the counselor management system with the other members of the counseling staff and has agreement.	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.
6.2 The professional school counselor created core curriculum and intentional guidance action plans based on the needs of the school.	Counselor does not create curriculum based on student needs.	Counselor sometimes uses data based on site needs when creating core curriculum.	Counselor provides data to support decision making when creating core curriculum and intentional guidance action plans.
6.3 The professional school counselor has discussed the program results that will be obtained on the action plans for the school year.	The school counselor does not discuss the results with administrators.	The counselor has limited understanding and discussion with administrators.	The counselor discusses the program results and how to implement program changes to meet student needs with the administrator.

**Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
7.1 The professional school counselor shares the school counseling program and goals, service delivery, and results with the school site staff, administration, district level personnel and the school board.	Counselor has limited ability to counsel students in understanding their educational and career options.	Counselor is usually able to counsel students in understanding educational and career options and has a developing awareness of the full range of options.	Counselor is highly competent in counseling students in understanding educational and career options and serves as a resource and leader within the department.
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.	Counselor's decisions are not data driven.	The counselor collects program data	Counselor collects and uses the data to meet student needs and implement program action plans.

7.3 The professional school counselor created and shares relevant school counseling program information and results with parents and the school community.	Counselor does not share results.	Counselor understands the need to share results and shares results.	Counselor shares results with parents and the school community.
--	-----------------------------------	---	---

**Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.**

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
8.1 The professional school counselor uses data to make decisions regarding student choice of classes and special programs.	Counselor's decisions are not data driven.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.	Counselor's decisions are not data driven.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.	Counselor does not use data.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.	Counselor does not use data.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.

**Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.**

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
9.1 The professional school counselor is accountable for monitoring the progress of every student.	Counselor has no clear focus, orientation or philosophy regarding his/her role or mission.	Counselor demonstrates an operational philosophy. There is a philosophical basis for role and practice.	Counselor applies and articulates a professional philosophy in practice and consultation. This philosophy is responsive to change.

<p>9.2 The professional school counselor implements monitoring activities appropriate to his/her own school.</p>	<p>Counselor lacks ability to guide students in assessing their own strengths and weaknesses.</p>	<p>Counselor generally displays ability to guide students in appropriate assessment activities.</p>	<p>Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.</p>
<p>9.3 The professional school counselor develops appropriate interventions for students as needed and monitors their progress.</p>	<p>Counselor fails to develop interventions or monitor students' progress.</p>	<p>Counselor demonstrates some ability to implement and monitor student progress.</p>	<p>Counselor matches appropriate interventions and strategies and monitors student progress.</p>

**Standard 10: The professional school counselor uses time and calendar to implement an efficiently program.**

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
<p>10.1 The professional school counselor uses a master calendar to plan activities through the year.</p>	<p>Counselor is unable to determine appropriate priorities or unwilling to respond to institutional needs. Counselor lacks flexibility.</p>	<p>Counselor can usually determine priorities. Counselor displays some ability to assess priorities in response to crisis situations.</p>	<p>Counselor routinely sets priorities appropriately. Counselor maintains flexibility in balancing routine tasks with crisis situations.</p>
<p>10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.</p>	<p>Counselor does not share master calendar.</p>	<p>Counselor shares master calendar with some stakeholders.</p>	<p>Counselor routinely shares master calendar to parents/guardian, staff and students.</p>
<p>10.3 The professional school counselor posts a weekly or monthly calendar.</p>	<p>Counselor does not post calendar.</p>	<p>Counselor sometimes posts weekly or monthly calendar.</p>	<p>Counselor consistently posts weekly or monthly calendar.</p>
<p>10.4 The professional school counselor analyzes his/her time spent providing direct service to students.</p>	<p>Counselor does not input time into the management system.</p>	<p>Counselor inputs data into the management system but does not analyze information to adjust accordingly.</p>	<p>Counselor routinely enters data and the time spent in each of the four areas of the management system and adapts and changes programming.</p>

**Standard 1.1: The professional school counselor has developed a results evaluation for the program.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.	No results are gathered.	Counselor included all students in results but did not analyze the information.	All students are included and the data is interpreted and used for program improvement.
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.	Counselor does not recognize and/or understand the need for program evaluation.	Counselor understands the need and implements program changes but does not analyze the results if the changes. Counselor works with other staff to collect the results.	Through a collaborative effort, the counselor understands, implements, analyzes and re-evaluates the program on a yearly basis.
11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.	Counselor lacks ability to work with counseling team and principal. No results were shared.	Counselor generally displays ability to work with counseling team and principal. Some results were shared.	The counselor collaborates with counseling team and principal and utilizes the results to make changes.

**Standard 1.2: The professional school counselor conducts a yearly program audit.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
12.1 The professional school counselor develops an audit tool.	No audit was developed.	The counselor understands the need to develop an audit tool but is unsure how to develop the tool.	The counselor collaborates with counselor, administrator, parent, psychologists, and students to develop audit programs and analyzes the results of the audit.
12.2 The professional school counselor performs a yearly program audit that includes the results of all the program components.	No audit was performed.	The professional school counselor provides a yearly program audit that includes the results of all the program components.	The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.	No audit was performed.	The counselor understands the audit information but does not utilize it.	The counselor understands and utilizes the audit information to make changes to the counseling program and shares the information with the advisory board to initiate changes.

**Standard 13: The professional school counselor is a student advocate, leader, collaborator and a systems change agent.**

<b>ELEMENT</b>	<b>UNSATISFACTORY</b>	<b>DEVELOPING</b>	<b>PROFICIENT</b>
13.1 The professional school counselor promotes academic success of every student.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
13.2 The professional school counselor promotes equity and access for every student.	Counselor contributes to school practices that result in some students being ill served by the school.	Counselor does not knowingly contribute to some students being ill served by the school.	Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.	Counselor avoids becoming involved in school and district events and projects.	Counselor participates in school, district and community events and projects when specifically asked.	Counselor volunteers to participate in school, district and community events and projects, making a substantial contribution.
13.4 The professional school counselor understands reform issues and works to close the achievement gap.	Counselor is resistant to the need for change in meeting expectations of the district and community. Counselor contributes to school practices that result in some students being ill served by the school.	Counselor is flexible and open to change as the need is presents. Counselor does not knowingly contribute to some students being ill served by the school.	Counselor is a leader in advocating for change in response to the needs of the school and community. Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
13.5 The professional school counselor collaborates with teachers, parents and the community to promote academic success of students.	Counselor makes little effort to facilitate communication with parents/guardians, colleagues and community partnerships.	Counselor usually communicates appropriately with parents/guardians, colleagues and community partnerships to fulfill the duties that the school or district requires.	Counselor establishes rapport and supports cooperative relationships with parents, colleagues and community partnerships in working for student interests.
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.
13.7 The professional school counselor uses data to recommend systemic change in policies and procedures that limit or inhibit academic achievement.	Counselor is resistant to the need for change in meeting expectations of the district and community.	Counselor is flexible and open to change as the need is presented.	Counselor is a leader in advocating for change in response to the needs of the school and community.

Anaheim Union High School District  
 School Counselor Performance Evaluation

Based on the American School Counselor Association National Model™

School Counselor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_ Position: \_\_\_\_\_

Directions:

- For each of the performance standards, rate the counselor using the following scale by placing an "X" in the appropriate box.

Unsatisfactory	Developing	Proficient
----------------	------------	------------

- Also, include any relevant comments for each of the thirteen standards and for the school counselor's overall performance.

Description	U	D	P
<b>Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.</b>			
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.			
1.2 The school counseling program supports the academic, personal/social, and career development of all students.			
1.3 The professional school counselor demonstrates positive interpersonal relationships with students.			
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.			
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.			
<b>Overall Rating for Standard 1</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.</b>			
2.1 The professional school counselor teaches core counseling curriculum effectively.			
2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.			
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.			
<b>Overall Rating for Standard 2</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.</b>			
3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.			
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.			

	<b>Overall rating for Standard 3</b>			
<b>Reinforcement/Refinement:</b>				
<b>Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.</b>				
4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.				
4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.				
4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers and other school personnel.				
	<b>Overall Rating for Standard 4</b>			
<b>Reinforcement/Refinement:</b>				
<b>Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.</b>				
5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.				
5.2 The professional school counselor provides support for other school programs.				
	<b>Overall Rating for Standard 5</b>			
<b>Reinforcement/Refinement:</b>				
<b>Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.</b>				
6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.				
6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.				
6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.				
	<b>Overall Rating for Standard 5</b>			
<b>Reinforcement/Refinement:</b>				
<b>Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.</b>				
7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.				
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.				



7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.			
<b>Overall Rating for Standard 7</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.</b>			
8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.			
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.			
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.			
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.			
<b>Overall Rating for Standard 8</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.</b>			
9.1 The professional school counselor is accountable for using monitoring every student's progress.			
9.2 The professional school counselor implements monitoring systems appropriate to the individual school.			
9.3 The professional school develops appropriate interventions for students as needed and monitor their progress.			
<b>Overall Rating for Standard 9</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 10: The professional school counselor uses time and calendars to implement an efficient program.</b>			
10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.			
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.			
10.3 The professional school counselor posts a weekly or monthly calendar.			
10.4 The professional school counselor analyzes time spent providing direct service to students.			
<b>Overall Rating for Standard 10</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 11: The professional school counselor develops a results-based evaluation for the program.</b>			
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.			
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.			

11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.			
<b>Overall Rating for Standard 11</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 12: The professional school counselor conducts a yearly program audit.</b>			
12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.			
12.2 The professional school counselor shares the results of the program audit with the advisory council.			
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.			
<b>Overall Rating for Standard 12</b>			
<b>Reinforcement/Refinement:</b>			
<b>Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.</b>			
13.1 The professional school counselor promotes the academic success of every student.			
13.2 The professional school counselor promotes equity and access for every student.			
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.			
13.4 The professional school counselor understands reform issues and works to close the achievement gap.			
13.5 The professional school counselor collaborates with teachers, parents and the community to promote the academic success of students.			
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.			
13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement.			
<b>Overall Rating for Standard 13</b>			
<b>Reinforcement/Refinement:</b>			

OVERALL PERFORMANCE RATING: UNSATISFACTORY \_\_\_\_ DEVELOPING \_\_\_\_ PROFICIENT \_\_\_\_

**Reinforcement:**

**Refinement:**

Evaluatee's signature indicates that the evaluation has been read and discussed. It does not necessarily indicate agreement with evaluation. In the event of any disagreement, the employee has the right to present his/her point of view by submitting a response within ten (10) days to the evaluator.

---

School Counselor	Date	Evaluator	Date
------------------	------	-----------	------

Distribution: \_\_\_ Administrator \_\_\_ School Counselor \_\_\_ Personnel File

**Counselor Performance Improvement Plan**

Counselors Name: \_\_\_\_\_

Supervisor: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

\*Developed in cooperation with administrator, counselor, and association representative

1. Area (s) of Deficiency:
Performance Standard (s) _____
Concerns:

2. Supervisor's Expectations:

3. Assistance to be provided to counselor in meeting expectations:

4. Timeline:

Counselor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Association Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Original to Counselor**

**Copy to Supervisor**

**Copy to Human Resources**

## Certificated Personnel Duties

**Position: School Counselor**

**Evaluated by: Principal or designee**

**Basic Functions:** Leadership, advocacy, and collaboration are the skills school counselors will draw on to implement a preventive, proactive school counseling program using the American School Counselor Association (ASCA) National Model: A Framework for School Counseling Programs (2005). Counselors will promote student success through the implementation of this comprehensive school counseling program that addresses the academic, career, and personal/social needs of students. The duties and responsibilities include but not limited to the following:

### Duties and Responsibilities:

#### **I. Develop and Management of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005)*.**

1.1 Discusses the comprehensive school counseling program with the school administrator.

- ❖ Completes an annual agreement with the administrator.

1.2 Develops and maintains a written plan for effective delivery of the school counseling program based on the ASCA comprehensive school counseling standards and current individual school data.

1.3 Communicates the goals of the comprehensive school counseling program to education stakeholders, i.e.

- ❖ Publicizes newsletters, calendars, memos, web pages, etc.
- ❖ Presents information to school site leadership teams, staff and parent/guardian meetings.

1.4 Maintains current and appropriate resources for education stakeholders.

- ❖ Maintains/supports career resources, college and scholarship information.

1.5 Uses the majority of time providing direct services through the Counseling Core Curriculum, Individual Student Planning and Preventive and Responsive Services and most remaining time in program management, System support and accountability, (National standards recommend 80% of time in Counseling Core curriculum, Individual Student Planning and Preventive and Responsive Services and 20% of time in program management, system support and accountability. (American School Counseling Association (2005). The ASCA National Model: A Framework for School Counseling Programs.

- ❖ Maintains calendars of activities and services of the school counseling program.

**II. Delivery of a comprehensive school counseling program based on the ASCA National Model: A Framework for School Counseling Programs (2005).  
Counseling Core Curriculum**

2.1 Provides leadership and collaborates with other educators in the school-wide integration of the Counseling Core Curriculum.

- ❖ Assist teachers with how to use the Counseling Core Curriculum lesson plans in their classrooms.
- ❖ Provides applicable materials and resources to teacher for doing guidance activities in their classrooms.

2.2 Implements developmentally appropriate and prevention-oriented group activities to meet student needs and school goals.

- ❖ Conducts classroom counseling core curriculum.
- ❖ Conducts small and large group activities based on the guidance curriculum.

***Individual Student Planning***

2.3 Assists all students, individually or in groups, with developing academic, career and personal/social skills, goals and plans.

2.4 Accurately and appropriately interprets and utilizes students data.

2.5 Collaborates with parents/guardians and educators to assist students with educational and career planning.

- ❖ Sends written communications to parents/guardians and teachers.
- ❖ Apprises teachers of adaptive materials and services that are available to students.

***Preventive and Responsive Services***

2.6 Provides individual and group counseling to students with identified concerns and needs.

2.7 Consults and collaborates effectively with parents/guardians, teachers, administrators and other educational/community resources regarding students with identified concerns and needs.

- ❖ Advocates for equity and access for all students.
- ❖ Provides staff with resources to accommodate individual differences and needs of students.

2.8 Implements and effective referral and follow-up process.

- ❖ Manages and communicates a clear means for counseling referrals and access to counseling services.

2.9 Accurately and appropriately uses assessment procedures for determining and structuring individual and group counseling services.

***System Support***

2.10 Provides appropriate information to staff related to the comprehensive school counseling program.

- ❖ Informs staff of services provided by the school counseling and how to access those services.

2.11 Assists teachers, parents/guardians and other stakeholders in interpreting and understanding student data.

2.12 Participates in professional development activities to improve knowledge and skills.

- ❖ Attend professional conferences, workshops, etc. relevant to school counseling.

2.13 Uses available technology resources to enhance the school counseling program.

2.14 Adheres to laws, policies, procedures, and ethical standards of the school counseling program.

- ❖ Monitors/supervises student activities as appropriate.

**III. Accountability of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005)*.**

3.1 Conducts a yearly program audit to review extent of program implementation.

3.2 Collects and analyzes data to guide program direction and emphasis.

3.3 Measures results of the school counseling program activities and shares results as appropriate.

3.4 Monitors student academic performance, behavior and attendance and assists with appropriate interventions.

## **Lead Counselor**

### **GENERAL RESPONSIBILITIES**

Provide the leadership for the implementation of a comprehensive school based counseling program designed to support instruction and student achievement. Responsible for the coordination, supervision, and management of the school counseling program.

### **ESSENTIAL FUNCTIONS**

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.) In addition to the duties and responsibilities of school counselor including but not limited to the following:

- Provides leadership, guidance, training and support resources for counselors.
- Provides two-way communication from department to administration.
- Keeps well informed on state laws and professional ethics in counseling with youth and on current policies and procedures of all community mental health and social agencies.
- Model competence in counseling content, instruction and pedagogy.
- Develops, plans, implements, promotes, and evaluates a comprehensive developmental counseling and guidance program based on the National Standards for school counselors; consistently reviews and modifies the school counseling program to best fit the needs of the school and the students.
- Acts as a resource for teachers, such as conducting in-service programs for school staff.
- Follows District policies and procedures for District guidance services and coordinates relationships of such services to other departments.
- Coordinates the site and feeder school articulation process and program. Serves as liaison between district; elementary, middle or high schools; or parent information in matter of transition.
- Keep the site administration apprised of the progress of the department and any problems encountered.
- Establish and maintain an effective work climate within the school counseling department and school community.
- Work closely with administration and master schedule builder, as it relates to student scheduling.
- Work collaboratively with other department chairs.
- Actively engage and participate in district lead meetings and disseminate information to school counselors in department.
- Facilitate weekly department meetings and submit minutes to administration.
- Presents or prepares an annual report to the Board of Trustees on the sites comprehensive counseling program.
- Facilitate department planning meeting that includes annual agreement.





State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

**DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS**

Original Declaration of Need for year: 2019-2020

Revised Declaration of Need for year: \_\_\_\_\_

**FOR SERVICE IN A SCHOOL DISTRICT**

Name of District: Anaheim Union High School District District CDS Code: 66431

Name of County: Orange County County CDS Code: 030

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 20 / 2019 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2020.

Submitted by (Superintendent, Board Secretary, or Designee):

Michael Matsuda Superintendent

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>714-535-1706</u>	<u>714-999-3501</u>	
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

501 N. Crescent Way Anaheim, CA 92801

matsuda\_m@auhsd.us

**FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY**

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
_____		
<i>Mailing Address</i>		
_____		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subject(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	15 _____
Bilingual Authorization (applicant already holds teaching credential)	15 _____
List target language(s) for bilingual authorization: Spanish, Mandarin, French, Korean & Arabic	
Resource Specialist	10 _____
Teacher Librarian Services	5 _____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	5
Special Education	5
TOTAL	15

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes  No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes  No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.  
Cal State Fullerton, Cal State Long Beach, Chapman University, National University,  
University of California Irvine, and Azusa Pacific University.

If no, explain why you do not participate in an internship program.  
 \_\_\_\_\_  
 \_\_\_\_\_

2019-2020 THROUGH 2021-2022  
AGREEMENT BETWEEN THE  
NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM  
AND THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
FOR  
**ROP CAREER GUIDANCE SPECIALIST SUPPORT SERVICES**

THIS AGREEMENT, made and entered into effective the 1st day of July 2019, by and between the Anaheim Union High School District of Orange County, with principal offices located at 501 N. Crescent Way, Anaheim, California 92801, hereinafter referred to as the DISTRICT and the North Orange County Regional Occupational Program with principal offices located at 385 N. Muller St., Anaheim, California 92801, hereinafter referred to as PROGRAM.

WITNESSETH:

NOW, THEREFORE, the DISTRICT agrees to provide district personnel as requested by PROGRAM to service programs maintained by PROGRAM in the DISTRICT as follows:

I. THE FOLLOWING district personnel assigned to the PROGRAM career guidance specialist support services and the proportion time to be spent by each employee on such programs is no longer expressed as a percentage of the full-time equivalent position. The CAREER GUIDANCE SPECIALIST will be assigned to ROP career guidance and support services functions as determined by the DISTRICT, PROGRAM, and the school site administration to which the employee is regularly assigned. The PROGRAM will provide to the district superintendent and school site principal a statement of performance objectives for each career guidance specialist within their district, which will be part of the evaluation process.

II. TERMS OF THE AGREEMENT. In consideration of the furnishing of the services by district personnel as stated herein, the DISTRICT shall be reimbursed by the PROGRAM for the

total cost of providing such services, calculated as follows:

For the 2019-2020 fiscal year, the PROGRAM will pay seventy-five percent (75%) of the amount paid for the 2018-2019 fiscal year; for the 2020-2021 fiscal year the PROGRAM will pay fifty percent (50%) of the amount paid for the 2018-2019 fiscal year; and for the 2021-2022 fiscal year the PROGRAM will pay a per section amount of one thousand two hundred and fifty dollars (\$1,250) per section to the DISTRICT.

III. REIMBURSEMENT by the PROGRAM will be made to the DISTRICT within thirty (30) days upon issuance of a monthly invoice commencing the month of September.

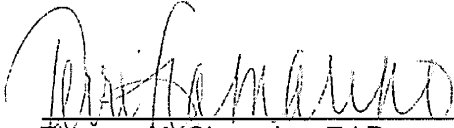
IV. THE PROGRAM SHALL INDEMNIFY THE DISTRICT against and hold it harmless from any and all cost, loss, and expense incurred by the DISTRICT as a result of any industrial injury or death sustained by any district employee while assigned to the PROGRAM under this Agreement. The PROGRAM will further hold the DISTRICT harmless from all alleged losses, claims, damages, or injuries sustained by pupils, or third persons from alleged negligent acts or omissions of employee(s) while engaged in the performance of duties for PROGRAM.

V. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2019, through June 30, 2020, unless terminated by either party.

VI. TERMINATION. This Agreement may be terminated by either party by giving thirty (30) days written notice of cancellation.

IN WITNESS THEREOF, the parties have caused this AGREEMENT to be executed effective the day and year first written above.

\_\_\_\_\_  
Jennifer Root, Ed.D., Assistant Superintendent, Business  
SUPERINTENDENT OR DESIGNEE  
ANAHEIM UNION  
HIGH SCHOOL DISTRICT

  
\_\_\_\_\_  
Theresa M. Giamarino, Ed.D.  
SUPERINTENDENT  
NORTH ORANGE COUNTY  
REGIONAL OCCUPATIONAL PROGRAM

ANAHEIM UNION HIGH SCHOOL DISTRICT

2019-2020 ROP CAREER GUIDANCE SPECIALIST SUPPORT SERVICES

ADDENDUM

ROP Career Guidance Specialist Support Services			
	2018-2019	2019-2020	2020-2021
District	Current Reimbursement	75%	50%
Anaheim Union	\$ 823,813	\$ 617,859	\$ 411,906

Career Guidance Specialist	School Site
Karina Bradford	Loara High School
Amie M. Cuellar	Anaheim High School
Anita Gaston	Cypress High School
Kendra Johnson	Kennedy High School
Diane Kuramoto	Magnolia High School
Victoria Mellgren	Oxford Academy
Lacie Mounger	Katella High School
Lisa Rockwell	Savanna High School
Natalie Saldivar	Western High School
TBD	Gilbert High School



## **CAREER GUIDANCE SPECIALIST PERFORMANCE OBJECTIVES 2019-20**

### **1. Championing Student Success and Monitoring Student Achievement in ROP**

The most important role of any CGS is serving as a champion for student success. This means that the CGS must not only know about the career pathway programs available to students, but also whether or not specific programs are the right fit for the student. Students' interests, aptitudes, and abilities, including Section 504 and Individualized Education Plans, must be considered before taking any course or pathway sequence. The establishment of a monitoring system that is consistent and ongoing is essential to identify students in need. A CGS can assist other counselors and instructors in monitoring student achievement whether in terms of attendance, discipline, grades, interventions, progress reports, or other support needs. The goal for all stakeholders is to identify student issues early and provide interventions in order to increase student achievement and retention.

### **2. Observing Student Learning and Pathway Instruction**

Observing student learning through classroom visitations provides CGSs with a valuable opportunity to learn more about ROP career pathways, including curriculum, instructional strategies, skills assessment, and most importantly, student learning. This knowledge strengthens the CGS's career counseling skillset and allows him/her to articulate the expectations, impact, and value of career technical education. ROP will train CGSs how to conduct and document, and schedule student learning observations for ROP classes integrated within the school day or offered at another campus as a Regional Course Offering. The minimum expectation is that a CGS complete at least one observation of each career pathway course offering on his/her campus per semester. In addition, CGSs who maintain regular (weekly) direct contact with the on-campus ROP instructors create a proactive, support network for ROP staff and students. The minimum expectation is that a CGS complete an observation of at least two after-school, ROP Regional Course Offerings per semester located on or off-campus.

### **3. Marketing and Promoting ROP**

Marketing and promoting ROP is an ongoing process which must be done proactively, strategically, and systematically. The positive approaches taken by the CGS may vary due to career pathway programs offered, number of feeder schools, and availability of school and community resources. Sample marketing and promoting activities include, but are not limited to the following: arranging or conducting career pathway tours; highlighting ROP student and staff success and value; hosting and organizing a career fair or ROP showcase; incorporating ROP in the school's promotional, public narrative; keeping nominating students for pertinent school and external awards, recognitions, and scholarships; providing flyers for career pathway programs; presenting to students, parents, and other school stakeholders on ROP; posting and updating website information about ROP; and writing or creating bulletin, newsletter, and video announcements.

The CGS must be active and strategic in marketing and promoting ROP career pathways to current and incoming students and their parents. In addition, the CGS must do the same among school administrators, counselors, support staff, and teachers by keeping them abreast of ROP events, career pathway course information, policies and procedures, staffing, and student achievement results. Finally, marketing and promotion must extend beyond the school through outreach to feeder elementary, middle, and junior high schools, civic groups, government agencies, and the greater community. Assistance may be requested or provided from ROP administrators, instructors, and support staff.

#### 4. Keeping Current on ROP Career Pathway Programs

The CGS is often the first person contacted regarding information about ROP career pathway programs, scheduling courses, and career guidance; therefore, it is essential that he/she takes the time and makes every effort to succeed in this role through advanced knowledge and preparation. The CGS must possess working knowledge of ROP including, but not limited to the following: career pathway requirements and course sequences; certifications, employment, and work-based learning opportunities; ROP policies and procedures; college course articulation, advanced placement, and dual enrollment opportunities; and how best to determine student placement appropriately. In addition, the CGS is responsible for collaborating with colleagues to build shared knowledge in order to implement ROP programs. Active participation in ROP activities as listed in the next section will assist with this responsibility.

#### 5. Participating in ROP Activities and Events

ROP calendars most activities including meetings, trainings, and special events early in the year. This advanced planning allows CGSs to ensure that their school and students are not only appropriately represented, but also connected to the CTE community. If a CGS cannot attend a CGS or ROP-sponsored activity, he/she is responsible for determining whether or not to secure alternate representation. Such activities include, but are not limited to:

##### Board of Trustees, City Council, and Community Group Meetings

ROP staff and students are often recognized for their achievement at district/ROP Board of Trustees, City Council, and community group meetings. CGSs often serve as the liaison with these entities to coordinate staff and student attendance. By facilitating and attending these meetings, CGSs strengthen the awareness and support of CTE career pathway programs.

##### CGS Meetings

To successfully navigate CTE and the ROP career pathway programs, regular CGS meetings are held. These meetings typically start promptly at 8:00 am, and end at approximately 10:30 am. All meetings are held at the ROP Education Center, 385 N. Muller Street, Anaheim, unless otherwise noted. CGS meetings scheduled for the 2019-20 school year include:

Friday, August 30 <sup>th</sup>	Friday, January 31 <sup>st</sup>
Friday, September 27 <sup>th</sup>	Friday, February 28 <sup>th</sup>
Friday, October 25 <sup>th</sup>	Friday, March 27 <sup>th</sup>
Friday, November 22 <sup>nd</sup>	Friday, April 24 <sup>th</sup>

##### CTE Advisory Boards/Committee Meetings

North Orange County ROP partners with business, community, and industry partners to conduct advisory board/committee meetings for each career pathway. These meetings provide CGSs and instructors valuable information on current economic, educational, and employment trends. In addition, these meetings provide an opportunity to build shared knowledge about the ROP career pathway programs and how to improve student achievement. Some advisory board/committee meetings are coordinated in conjunction with other agencies including partner districts, other ROPs, and Vital Link.

##### ROP District/School Planning Meetings

Advanced planning is required for improving, removing, or starting career pathway programs in schools. Although planning is ongoing, important decisions need to be made as early as October, November, and December prior to the start of the next school year. Each school district does CTE planning differently, but ROP is a critical piece for all.

##### ROP Special Events

ROP sponsors special events for stakeholders throughout the year such as the annual Celebration of Success Awards Ceremony honoring outstanding ROP students and a Partnership Breakfast for district/school administrators, counselors, and guidance staff.



**SUPPLEMENT TO  
CONTRACT FOR CONSULTING SERVICES (#1)**

THIS SUPPLEMENT TO CONTRACT FOR CONSULTANT SERVICES ("Supplement") is made and entered into this 20th day of June 2019 by and between the Anaheim Union High School District, a California school district ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant").

**RECITALS**

- A. Client and Consultant have entered into that certain Contract for Consultant Services dated as of March 1, 2018 ("Contract").
- B. The parties to this Supplement desire to change the term of the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

- 1. The term is extended from July 1, 2019 through June 30, 2020
- 2. All other terms and conditions of the Contract, except as set forth herein, including without limitation the Fee Schedule set forth in Exhibit "A" of the Contract, shall remain in full force and effect.

WHEREFORE, this Supplement is executed by the parties as of the date set forth above.

CLIENT: ANAHEIM UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Jennifer Root  
Assistant Superintendent, Business

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.  
a California corporation

By:  \_\_\_\_\_  
Christopher Townsend  
President and Secretary

## CONTRACT FOR CONSULTANT SERVICES

**THIS CONTRACT FOR CONSULTANT SERVICES** ("Contract") is made and entered into as of this 1st day of March 2018, by and between Anaheim Union High School District, a California school district ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.  
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."
2. Services.  
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").
3. Fees.  
Client agrees to pay Consultant for the services in accordance with the provisions of the Fee Schedule set forth in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.
4. Expenses.  
*Subject to prior written authorization*, Client shall reimburse Consultant for all itemized expenses with third party vendors incurred while providing Services as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and reimbursement thereof will be due upon receipt.
5. Laws, Rules and Regulations.  
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
6. Lobbyist Registration  
As a lobbyist employer, Client is required to file a Form 602 with the California Secretary of State, a quarterly Form 635, and register with the United States Congress. Consultant will prepare all forms for Client's signature and will file the forms on your behalf of Client. All filing fees will be Client's responsibility.
7. No Condition to Payment.  
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder and the payments made therefore are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result. Consultant has made no representation or warranties regarding the achievement of any particular result or results. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of services rendered hereunder. Consultant does not guarantee any specific results in connection with the provision of services.
8. Independent Contractor.  
It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent,

joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.

9. Work Product

Any tangible work product that is developed by Consultant shall be the property of the Client.

10. Confidentiality.

Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client

11. Termination.

This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.

12. Contract Modifications.

Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

13. Attorneys Fees.

Client and Consultant agree that the prevailing party in any dispute under this Agreement shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

14. Certification of Non-Discrimination.

By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

15. Notice.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client: Anaheim Union High School District  
Attention: Michael Matsuda, Superintendent  
501 W. Crescent Way  
Anaheim, CA 92801

To Consultant: Townsend Public Affairs, Inc.  
Attention: Christopher Townsend, President  
1401 Dove Street, Ste. 330  
Newport Beach, CA 92660

## GRANT FUNDING SCOPE OF SERVICES

- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the District to develop a proactive and comprehensive strategic funding plan that serves the needs of the District's priorities. *The plan will do more than simply identify District projects*; it will outline and prioritize multiple funding options for each project, and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the District's projects. TPA will then share these opportunities with the District for further assessment and determination if a grant application is warranted. The District will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Establishment of Clear Accountabilities:** TPA will coordinate with the District to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided and the District is burdened as little as possible while TPA pursues a grant opportunity.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each District grant application. TPA will also leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that District grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding. TPA will also provide strategic assistance, such as letters of support from key stakeholders and other materials, to make the application as compelling and competitive as possible. TPA will ensure that applications are submitted prior to the deadline. TPA will also obtain a receipt for proof of submission.
- **Post-Grant Submittal Funding Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on District's projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the District. This assistance will include interacting with granting agencies on behalf of the District, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.



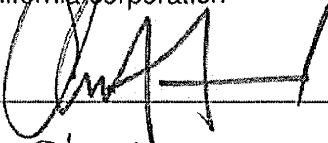
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.

16. Execution.

The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

"CONSULTANT"

TOWNSEND PUBLIC AFFAIRS, INC.,  
a California Corporation

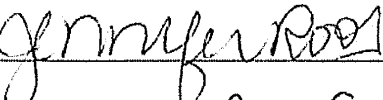
By:  \_\_\_\_\_

Name: Christopher Townsend

Title: President

"CLIENT"

Anaheim Union High School District  
a California school district

By:  \_\_\_\_\_

Name: Jennifer Root

Title: Asst. Supt. Business

**EXHIBIT "A"**  
**TO**  
**CONTRACT FOR CONSULTANT SERVICES**

**TERM:** March 7, 2018 through June 30, 2019

**FEE SCHEDULE:** \$5,000 per month

**SERVICES:** Please see the attached subsection from the Proposal for Grant Funding Services for full description of services provided.

**Client Initials** JK  
**Consultant Initials** CT

# DISTRICT GRANT FUNDING OPPORTUNITIES

## ARTS AND CULTURE

- **Arts Education (March 22, 2018 ):** Administered by the California Arts Council, the program provides funding to promote and support arts education. Two grants are available:
  - **Artists in Schools:** provides funding for projects that integrate community arts resources—local artists and non-profit arts organizations—into comprehensive, standards-based arts-learning for PreK-12 students during the school day. Applicants' projects must take place during regular school hours at the school site, and should address the unique circumstances of the school environment
  - **Professional Development:** provides funding for the planning and delivery of Professional Development (PD) in arts integration to educators and administrators. Professional Development projects should be designed to cultivate student learning in, through and/or about the arts. The Professional Development
- **Art Works Grant (July 12, 2018):** Administered by the National Endowment for the Arts, the program provides funding so that every student is engaged and empowered through an excellent arts education, including the following three project types:
  - **Direct Learning:** provides funding for arts instruction for students, generally pre-K through 12th grade, that result in increased knowledge and skills in the arts and occur inside or outside the school system.
  - **Professional Development:** provides funding for opportunities for classroom teachers, arts specialists, teaching artists, school/district administrators, other educators, and community leaders to learn how to engage students in high quality arts learning and improve instruction.
  - **Collective Impact:** provides funding for projects that increase student access to arts education through collective, systemic approaches.
- **Fender Music Grant (Continuous):** Administered by the Fender Music Foundation, the program provides instruments and equipment to music instruction programs.
- **Our Town Grant (Fall 2018):** Administered by the National Endowment for the Arts, the program provides funding to support creative placemaking projects that help to transform communities into lively, beautiful, and resilient places.





## FACILITIES AND INFRASTRUCTURE

- **Active Transportation Program Grant (June 2018):** Administered by the California Department of Transportation, the program provides funding for active modes of transportation, as well as biking, walking, safety, and mobility for non-motorized users.
- **Career Technical Education Facilities Grant (Fall 2018):** Funded by Proposition 51 and administered by the California Department of Education, the program provides funding to reconfigure, construct, or modernize Career Technical Education (CTE) facilities, and/or purchase equipment for CTE programs and to joint powers authorities to modernize CTE facilities and/or equipment. The first round took place in Fall 2017.
- **Lowe's Community Partners Grant (May 11, 2018):** Administered by the Lowe's Charitable and Educational Foundation, the program provides funding for high-need projects such as building/renovations upgrades, grounds improvements, technology upgrades, and safety improvements.
- **Lowe's Toolbox for Education (September 28, 2018):** Administered by the Lowe's Charitable and Educational Foundation, the program provides funding for improvements at public schools.
- **National School Lunch Equipment Assistance Grant (Fall 2018):** Administered by the California Department of Education, the program provides funding to purchase the equipment needed to serve healthier meals, meet the new nutritional standards with an emphasis on more fresh fruit and vegetables, improve food safety, and expand access

## PARKS AND RECREATION

- **Baseball Tomorrow Fund (March 1, 2018):** Administered by the Major-League Baseball Community, the program provides funding for the rehabilitation of baseball fields, as well as amenities such as lighting, bleachers, and fencing.
- **Build It Yourself Grant (May 4, 2018):** Administered by the KaBOOM! Foundation, the program provides funding for the purchase of playground equipment for public agencies without a playground or with existing equipment that is unsafe for children.
- **Good Sports Program Grant (Continuous):** Administered by Good Sports Inc., the program provides new equipment, apparel, and footwear to disadvantaged youth. This donation-based company provides recreation programs or jurisdictions with equipment, apparel, and footwear at 90 percent off retail market value.
- **Recreational Trails Program (Spring 2018):** Administered by the California Department of Parks and Recreation and the California Department of Transportation, the program provides funding for recreational trails and trails-related projects.

- **Tennis Facilities Program Grant (Continuous):** Administered by the US Tennis Association, the program provides funding for line painting, resurfacing, facility amenities, and new construction.
- **US Soccer Foundation Program Grants (Safe Places to Play: May 25, 2018 and Program Grant: February 2, 2018):** The program grant provides funding to indoor and outdoor field projects, including program equipment and program operating expenses. The safe places to play grant provides funding to indoor and outdoor field projects, including synthetic turf, lighting, irrigation, and sport court.

#### STUDENT SERVICES

- **Barona Band of Mission Indians Education Program Grant (June 2018):** Administered by the Barona Band of Mission Indians Foundation, the program provides funding to schools for materials that promote academic improvement, and will benefit current and future students, including books and computers.
- **California-Grown Fresh School Meals Program Grant (March 1, 2018):** Administered by the California Department of Education, the program provides funding to encourage schools participating in the National School Lunch Program (NSLP) or School Breakfast Program (SBP) to purchase California-grown food, and to expand the number of freshly prepared school meals that use California-grown ingredients. CDE will give priority to school sites with a high Free and Reduced Price Meal (FRPM) percentage.
- **California Learning Communities for School Success Grant (Letter of Intent Deadline: February 14, 2018):** Administered by the California Department of Education, the program provides funding to support programs aimed at improving student outcomes through the reduction of truancy and supporting students who are at risk of dropping out of school or are victims of crime.
- **Education Homeless Children and Youth Grant (Spring 2019):** Administered by the California Department of Education, the program provides funding to facilitate the enrollment, attendance, and success in school of homeless children and youth; and ensure homeless children and youth have equal access to the same free, appropriate, public education as provided to all other students. Services provided cannot replace the regular academic program and must be designed to expand or improve services that are part of the school's regular academic program.
- **Farm-to-School Grant (Winter 2018):** Administered by the US Department of Agriculture, the program provides funding for the implementation of farm to school programs that improve access to local foods in eligible schools.



## TRANSPORTATION

- **Alternative and Renewable Fuel and Vehicle Technology Grant (Spring 2018):** Administered by the California Energy Commission, the program provides funding to projects that will establish or expand infrastructure necessary to store, distribute and dispense compressed natural gas (CNG) for use in natural gas vehicles.
- **Clean Diesel Funding Assistance Grant (Summer 2018):** Administered by the US Environmental Protection Agency, the program provides funding for projects that achieve significant reductions in diesel emissions in terms of tons of pollution produced and exposure, particularly from fleets operating in areas designated by the Administrator as poor air quality areas.
- **Clean Diesel Rebate Program (Fall 2018):** Administered by the US Environmental Protection Agency, the program provides rebates to encourage school bus fleet turnover so more children can ride buses with the cleanest emissions standards or buses that have been retrofitted to reduce emissions.
- **Clean Vehicle Rebate Program (Fall 2018):** Administered by the California Air Resources Board, the program provides funding to help California fleets purchase advanced technology trucks and buses.
- **Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project and Low Nox Engine Incentive (Fall 2018):** Administered by the California Air Resources Board, the program provides funding to help California fleets purchase advanced technology trucks and buses.
- **Natural Gas Vehicle Incentive Project (Continuous):** Administered by the California Energy Commission, the program provides funding to reduce the purchase price of new on-road natural gas vehicles.



# FEE SCHEDULE

DESCRIPTION OF SERVICES	FEE
<b>Grant Funding Services</b>	<b>\$5,000 Per Month*</b>
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Establishment of Clear Accountabilities	Included
• Grant Application Development and Submittal	Included
• Post-Grant Submittal Funding Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The monthly fee includes all reasonable business and travel expenses</i>	

1 AGREEMENT NUMBER 46306

2 AMENDMENT #1  
3 ANAHEIM UNION HIGH SCHOOL DISTRICT  
4 HUMAN RESOURCES APPLICATION  
5 SOFTWARE SUPPORT SERVICE AGREEMENT

6 The AGREEMENT entered into July 1<sup>st</sup>, 2018, by and between the  
7 Orange County Superintendent of Schools, 200 Kalmus Drive, Costa  
8 Mesa, California 92628, hereinafter referred to as SUPERINTENDENT,  
9 and Anaheim Union High School District, 501 North Crescent Way,  
10 Anaheim, California 92801, hereinafter referred to as DISTRICT, is  
11 hereby amended as follows:

12 1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to  
13 pay SUPERINTENDENT the sum of Eighty thousand twenty-eight dollars  
14 (\$80,028.00) for SUPERINTENDENT'S Human Resources Application annual  
15 software support service fees for fiscal year 2019-2020. Annual  
16 software support service fees due for each fiscal year shall be paid  
17 by DISTRICT on or before August 1st of that fiscal year upon receipt  
18 of an itemized invoice from SUPERINTENDENT. Annual Human Resources  
19 Application software support service fees will be evaluated annually  
20 for possible upward or downward adjustments. SUPERINTENDENT will  
21 provide DISTRICT written notice of the annual Human Resources  
22 Application software support service fees due for the renewal period  
23 ninety (90) days prior to the end of each renewal period. Renewal  
24 fees shall be based on the actual costs incurred by SUPERINTENDENT to  
25 support the Human Resources Application software.

2.0 Except as expressly herein amended, said AGREEMENT shall in  
all respects be and remain in full force and effect.

1 IN WITNESS WHEREOF, the Parties hereto set their hands.

2 DISTRICT: ANAHIEM UNION HIGH  
3 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

4 BY: \_\_\_\_\_  
Authorized Signature

BY: *Patricia McCaughey*  
Authorized Signature

5 PRINT NAME: Jennifer Root

PRINT NAME: Patricia McCaughey

6 TITLE: Assistant Superintendent,  
Business

TITLE: Administrator

7 DATE: \_\_\_\_\_

DATE: May 28, 2019

8  
9  
10 Anaheim Union HSD-Amendment #1-HR App(46306) 2019-20  
ZIP6

AGREEMENT NUMBER 41659

AMENDMENT #4  
 ANAHEIM UNION HIGH SCHOOL DISTRICT  
 BUSINESS-PLUS SYSTEM SUPPORT  
 AND SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into April 13, 2015, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT, is hereby further amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of One hundred eight thousand six hundred sixty dollars (\$108,660.00) for annual software support service fees for fiscal year 2019-2020. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. SUPERINTENDENT shall evaluate software support service charges annually, for possible upward or downward adjustments, based on SUPERINTENDENT'S actual costs to support Business-Plus software. SUPERINTENDENT will provide DISTRICT written notice of the annual software support service fees due for the renewal period ninety (90) days prior to the end of each renewal period.

2019 - 2020 Annual Software Support Service Fees

Basic Financial/Budget	\$ 75,372.00
School Site Finance	\$ 13,284.00

1 Stores Inventory \$ 10,002.00  
2 Fixed Assets \$ 10,002.00  
3 \$ 108,660.00

4 2.0 Except as expressly herein amended, including any amendments  
5 thereto, said AGREEMENT of April 13, 2015, shall in all respects be  
6 and remain in full force and effect.

7 IN WITNESS WHEREOF, the Parties hereto set their hands.

8 DISTRICT: ANAHEIM UNION HIGH  
9 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

10 BY: \_\_\_\_\_  
Authorized Signature

BY: Patricia McCaughey  
Authorized Signature

11 PRINTED NAME: Jennifer Root

PRINTED NAME: Patricia McCaughey

12 TITLE: Assistant Superintendent,  
Business

TITLE: Administrator

13 DATE: \_\_\_\_\_

DATE: May 28, 2019

14 Anaheim Union HSD-Amendment-#4 Bus Plus (41659) 1920  
15 ZIP 6



ANAHEIM UNION HIGH SCHOOL DISTRICT  
 501 Crescent Way – P.O. Box 3520  
 Anaheim, CA 92803-3520

**EDUCATIONAL CONSULTING AGREEMENT**

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

20 <sup>th</sup>	day of	June	2019
------------------	--------	------	------

by and between

Peggy Harris  
 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:

- Services to be provided by Consultant:

Provide training to classified management staff at the annual Leadership Advance. Such topics include having courageous conversations with employees and coworkers, dealing with difficult situations, and various related topics.
--

Site/School:	DO/Business Services	Funds(Cost Center):	General Fund (1060)
--------------	----------------------	---------------------	---------------------

- List of Other Supportive Staff or Consultants:

No other support staff is required.
-------------------------------------

- Consultant shall commence providing services under this AGREEMENT on:

Date:	July 25, 2019
-------	---------------

and shall diligently perform as specified and complete performance by:

Date:	July 26, 2019
-------	---------------

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

N/A
-----

5. District shall pay Consultant the maximum amount of

\$1,000.00
------------

for services rendered

to # of people:	Classified management staff of approximately 30	# hours per day:	8	# of days:	2
-----------------	---	------------------	---	------------	---

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

The consultant will provide a workshop that will provide additional training to classified management staff with the expectation that strategies will be used to assist with conflict resolution and dealing with difficult situations.

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

Peggy Harris is a former/retired Assistant Superintendent of Student and Family Support Services and school district administrator that has lots of experience and has been providing this type of consulting to other school districts. The staff will benefit by learning from a seasoned veteran from outside of the District with different perspectives of the subject area,

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

Consultant does not require any technical support.

**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.



## CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., ("Gallagher") and Anaheim Union High School District (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

### 1. *Engagement of Services*

The Client engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

### 2. *Term and Termination*

The Effective Date of this Agreement is **July 1, 2019**. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. **The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date.** Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

### 3. *Compensation*

As compensation for its services under this Agreement, Gallagher will receive direct fees owed by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Subject to any changes mutually agreed by the parties, Gallagher will receive, as compensation for its services under this Agreement, fee in the amount of \$157,400 in year one, which will be billed in equal installments of \$13,116.67.

Future annual fees will be adjusted at the same percentage as the 'Annual – Urban Wage Earners and Clerical Workers' CPI factor published and regularly reported through the State of California's Department of Industrial Relations for all Urban Consumers, with data currently found at:

<https://www.dir.ca.gov/OPRL/CPI/EntireCCPI.PDF>

Where CPI increases by more than 5% year, Gallagher will hold the increase to 5%. In years where CPI decreases, Gallagher's annual fee will remain at the same amount as the prior year.

Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable to it by each insurance company at the time it presents rates to Client. The Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement.

4. *Performance and Scope*

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute the unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks. The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take

risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

## 5. *Confidentiality*

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement. Unless prohibited by law, Gallagher shall provide Client with any such subpoena or order and an opportunity to object prior to disclosure. Furthermore, Gallagher will limit disclosure to that information required to be disclosed under the terms of the subpoena or order and will reasonably cooperate with Client (at Client's expense) to limit such disclosure.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names: Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher's business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client's identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

## 6. *Indemnification Rights and Limitation of Liability*

(a) Indemnification. Each party ("Indemnifying Party") will promptly defend, indemnify and hold the other party ("Indemnified Party") harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the



misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party's obligations under this Agreement.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$1,000,000. This provision applies to the fullest extent permitted by applicable law.

## 7. *Notices*

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client:     Anaheim Union High School District  
                                  Attention: Jennifer Root  
                                  501 North Crescent Way  
                                  Anaheim, CA 92801

If to Gallagher:     Gallagher Benefit Services, Inc.  
                                  Attention: Ivette Robinson  
                                  18201 Von Karman Avenue, Suite 200  
                                  Irvine, CA 92612

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

## 8. *Miscellaneous*

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law: Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of California without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Survival of Provisions. Sections 5 and 6 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

**Anaheim Union High School District**

By:

Name: Jennifer Root, Ed.D.  
Title: Assistant Superintendent, Business Services  
Date: \_\_\_\_\_

**GALLAGHER BENEFIT SERVICES, INC.**

By:

Mike Bialik  
Name: Mike Bialik  
Title: Area President  
Date: 5/20/19

## **EXHIBITA SCOPE OF SERVICES**

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an "as needed" basis:

### **RENEWAL ANALYSIS:**

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

### **PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)**

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage:
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

### **ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):**

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

### **CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:**

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications

- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

**LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:**

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Client

**DAY TO DAY ADMINISTRATIVE ASSISTANCE**

**EMPLOYEE EDUCATION PROGRAMS:**

- Facilitate focus groups
- Educational meetings on coverage and trends

**COMMUNICATION MATERIALS:**

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

**BENEFIT ADMINISTRATION ASSESSMENT:**

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

**MARKET BENCHMARKING STUDIES:**

- Local Area Surveys
- Industry Surveys

**BENEFIT PLAN DESIGN (OR REDESIGN):**

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives

- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

**EXHIBIT B  
COMPENSATION DISCLOSURE STATEMENT**

Line of Coverage/Service	Insurance Company	Commission <sup>1</sup> / Supplemental Compensation <sup>2</sup>	Third Party Compensation	Direct Client Fees <sup>3</sup>	Effective Date
Consulting Services	n/a	n/a	n/a	\$157,400	7/1/2019
Medical TPA	BRMS	n/a	n/a	n/a	
Rx	Express Scripts	n/a	n/a	n/a	
Dental	Keenan / Delta Dental of CA	n/a	n/a	n/a	
Vision	VSP	n/a	n/a	n/a	
Life/AD&D	MetLife	n/a	n/a	n/a	
Flexible Spending, Disability & Voluntary Worksite	AFA	n/a	n/a	n/a	
Behavioral Health	Holman Group	n/a	n/a	n/a	
Stop Loss	Optum	n/a	n/a	n/a	
Retiree Medical	Hartford / Benistar	n/a	n/a	n/a	

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

**For Employers and Plan Sponsors Subject to ERISA:** This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing an insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24<sup>4</sup>, which protects both Client and Gallagher<sup>5</sup>. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit [www.ajg.com/compensation](http://www.ajg.com/compensation). In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com).

<sup>1</sup> Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

<sup>2</sup> Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commissions.

<sup>3</sup> Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

<sup>4</sup> Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

<sup>5</sup> In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.



## Protected Insurance Program for Schools Joint Powers Authority

### MEMORANDUM # PIPS 00133-16 MEMORANDUM OF COVERAGE DECLARATIONS

<b>I. COVERED PARTY NAME and ADDRESS:</b> Anaheim Union High School District 501 Crescent Way Anaheim, CA 92803	<b>ADMINISTRATOR'S NAME and ADDRESS</b> Keenan & Associates P.O. Box 4328 Torrance, CA 90510 License #0451271
--	---

**II. MEMORANDUM PERIOD:**  
 July 1, 2019 12:01 A.M. to July 1, 2020 12:01 A.M.

**III. COVERED STATES:**  
 California

**IV. LIMITS OF COVERAGE:**

Workers' Compensation	\$ 155,000,000
Employers Liability	
▪ Bodily Injury by Accident – Each Accident	\$ 1,000,000
▪ Each Employee Bodily Injury by Disease	\$ 1,000,000
▪ Bodily Injury by Disease Limit per Covered Party	\$ 1,000,000

**V. CLASSIFICATION OF OPERATION and CONTRIBUTION:**

	Estimated Annual Payroll	Rate per \$100 of Payroll	Estimated Annual Contribution
Public School District and All Operations Incidental Thereto	\$ 220,742,300	\$ 2.5315	\$ 5,588,091

**VI. CONTRIBUTION ADJUSTMENT PERIOD:**  
 12 Months

This Memorandum of Coverage Declarations is attached and made an integral part of the Memorandum of Coverage.  
 For the Protected Insurance Program for Schools

BY



Protected Insurance Program for Schools, Manager

07/01/19

Issue Date

RENEWAL AMENDMENT No 3

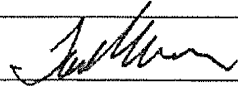
This Amendment hereby amends the **Run-Off Claims Administration Agreement** ("Agreement") dated **October 1, 2016** by and between **Keenan & Associates** and **Anaheim Union High School District** (hereinafter referred to collectively as the "Parties") as follows:

WHEREAS, the current term of the Agreement shall expire on **June 30, 2019**; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions outlined in the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. The Agreement is hereby renewed for an additional **one (1)** year term beginning on **July 1, 2019** and ending on **June 30, 2020** ("Renewal Term").
2. Client agrees to pay Keenan, for services rendered during the current term of this Agreement, a total fee of \$5,000 payable in full upon receipt of invoice.
3. All the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect, and shall govern the conduct of the Parties during the Renewal Term.
4. The effective date of this Amendment is **July 1, 2019**.
5. Each person signing this Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

<u>Anaheim Union High School District</u>		<u>Keenan &amp; Associates</u>	
<u>Signature:</u>		<u>Signature:</u>	
<u>By:</u>	Jennifer Root	<u>By:</u>	Tara Schilling
<u>Title:</u>	Assistant Superintendent of Business Services	<u>Title:</u>	Senior Vice President
<u>Address:</u>	501 Crescent Way, Anaheim, CA 92803-3520	<u>Address:</u>	2355 Crenshaw Blvd., Suite 200, Torrance, CA 90505
<u>Email:</u>	root_j@auhsd.us	<u>Email:</u>	gtrapp@keenan.com
<u>Attention:</u>	Jennifer Root	<u>Attention:</u>	Greg Trapp



**Amendment 2.01 to POST-TERMINATION ADDENDUM**  
**Administrative Service Agreement**  
**Run Out Services Agreement**  
**Effective January 1, 2018**

**AMENDMENT 2.01**

This Amendment 2.01 to the parties' Post-Termination Addendum amends the Post-Termination Addendum that was effective on January 1, 2018, which amended the Administrative Services Agreement (the "Agreement") entered into on January 1, 2008 between Anaheim Union High School District (AUHSD) located at 501 Crescent Way, Anaheim, California 92803 hereinafter referred to as "ADMINISTRATOR", and Pinnacle Claims Management, Inc., whose corporate offices are located at, 15225 Sand Canyon Ave. Irvine, California, 92618, a licensed professional Third Party Administrator, hereinafter referred to as "TPA".

ADMINISTRATOR and TPA acknowledge that this Amendment 2.01 modifies the Post-Termination Addendum as follows:

Page 1, under Post-Termination Claims:

Effective January 1, 2018 a monthly Post-Termination Fee, as outlined in **Attachment C – Schedule of Service Fees** for medical claims adjudicated, paid, or denied each month, will be charged to ADMINISTRATOR for claims services performed through a period of thirty (30) months after the termination date of January 1, 2018 for claims incurred between 01/01/2008 – 12/31/2017. These fees are inclusive of all administrative costs. Additionally, TPA will disburse funds in payment of these claims to the extent that ADMINISTRATOR provides such funds.

Effective January 1, 2018 TPA will adjudicate, pay, or deny medical claims incurred under the Agreement prior to its termination and received by TPA within thirty (30) calendar months in accordance with the provision as detailed above and **Attachment A, Item I (Claims Administration)**. ADMINISTRATOR will continue to assume full liability for such claims paid by TPA. TPA will disburse funds in payment of these claims to the extent that ADMINISTRATOR has provided such funds. TPA will have no responsibility to adjudicate, pay or deny any claims received after June 30, 2020.

Page 6, Attachment C

POST-TERMINATION RUN-OUT FEE.....	\$12.00 PER CLAIM
STOP LOSS REPORTING PACKAGE & HANDLING.....	\$200.00 PER MONTH
DATA REPORTS.....	\$200.00 PER HOUR
THIRD PARTY LIABILITY / LIEN RECOVERY FEES.....	18% OF RECOVERY

*Note: This provision does not expire on January 1, 2019 as settlement of third party claims may occur beyond one year.*

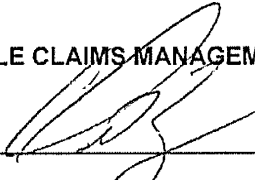
**AUTHORIZATION**

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment 2.01 to the Post-Termination Addendum to the Agreement as dates set forth below.

**FOR THE PLAN ADMINISTRATOR:**

**FOR PINNACLE CLAIMS MANAGEMENT, INC.:**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: Jennifer Root

Printed Name: David Zanze

Title: Assistant Superintendent, Business

Title: President

Dated at: Anaheim, CA

Dated at: Irvine, CA

This \_\_\_\_\_ day of \_\_\_\_\_, 2019

This 23<sup>rd</sup> day of May, 2019



CA PPO # 16622

ORANGE COUNTY PUBLIC SAFETY  
*"Service, Pride, Safety"*

**SERVICE AGREEMENT**  
**(2 YEAR)**

1040 E. Whittier Blvd  
 Suite 205  
 La Habra, CA 90631  
 P:(951)642-0247  
 F:(951)346-9344

This service agreement is made this 14<sup>th</sup> day of May 2019, by and between;  
 ORANGE COUNTY PUBLIC SAFETY ("Contractor") and The Anaheim Union High School District ("Client").  
 SERVICE ADDRESS: 501 Crescent Way Anaheim, CA 92803  
 BILLING ADDRESS: 501 Crescent Way Anaheim, CA 92803

**1. SCOPE OF SERVICES, AUTHORIZATION:** Client authorizes Orange County Public Safety ("Contractor") to enter the property at the service address in order to perform the security services as specified in Exhibit A, entitled "Scope of Work." Client warrants that it is the owner and/or other person in control of such property, or has full authority from such person to grant such authorization. Dedicated Officer and alarm response services shall be performed beginning July 1, 2019.

**2. PAYMENT:** Contractor shall bill the client for patrol and alarm response services provided. The Client understands and agrees to pay for security services as set forth and agreed to by both client and contractor.

**3. SERVICE FEE:** The Client agrees to pay \$14,300 per month for services provided for the Anaheim Union High School District, Anaheim, California. The invoice will be provided to the Client on the 1st of the month, for services to be rendered the 1<sup>st</sup> of the following month through the last day of the that month (i.e. an invoice submitted July 1, will be paid by August 1, for services to be rendered through August 31). Payment for services provided must be received within ten (10) calendar days from the first of the month. An eight percent (8%) penalty will be accrued per late occurrence if payment not received within the ten (10) day grace period (ie. late payment for services in August will reflect the penalty amount in the September monthly invoice) for services provided. The penalty may also be paid via a one (1) time penalty payment as arranged with OCPS.

**4. INDEMNIFICATION:** Contractor shall indemnify, hold harmless, and defend Anaheim Union High School District and its affiliated entities and personnel from and against any and all claims, allegations, demands, causes of action, damages, cost or expenses, actual attorney's fees, losses, or liability arising out of, or in connection with, Contractor's operations to be performed under this Agreement and due or claimed to be due to the Contractor's negligence or willful acts or omissions, including that of its employees, subcontractors, or agents. The provisions of this paragraph shall apply regardless of any limitation by insurance and shall survive the expiration or termination of this Agreement.

**5. TERM:** The term of this agreement shall be for ongoing patrol and alarm response services for the Anaheim Union High School District **beginning July 1, 2019 and ending on June 30, 2021**. At that point, all parties will reassess the contract and make any necessary adjustments or revisions as needed. This contract may be terminated by either party with a 30-day notice minimum to terminate in writing.

**6. INSURANCE:** Contractor agrees to secure all insurance that is required for approval by the Anaheim Union High School District.

**7. LIABILITY:** Any personal and/or property damage incurred in enforcing any citizen's arrest will be submitted to OCPS's insurance agency/broker for appropriate handling and resolution. All claims will be investigated accordingly with all supporting documentation collected and submitted to handling agency/company by OCPS, client and or any persons making a claim.

**8. EMPLOYEES:** Client agrees to immediately notify OCPS of any specific concerns or issues observed that they may have with an OCPS officer. Any cause to have any employee removed from Client's property will be investigated immediately. Upon completion and at the sole discretion of the Client, the employee can be removed if justified.

**9. HOURS OF SERVICE:** The Client shall notify Contractor in writing of any change in hours or type of

service. All contact shall be directed to Al Rodriquez, Co-Owner and Director of Business Development, Orange County Public Safety.

10. **SECURITY SERVICE:** Orange County Public Safety agrees to furnish uniformed, armed security officers, as specified in Exhibit A, to patrol the Client's property and respond to alarm activations, to protect lives and property, and ensure personal safety.

11. **TOWING:** All tow requests are the responsibility of the Client.

12. **LAW OF CONTRACT:** The Client agrees that this contract shall be construed in accordance with the laws of the State of California. The parties of this agreement hereby irrevocably agree and confer jurisdiction to the state and/or federal courts located in and for the County of Orange, California, in any and all actions relating to this agreement, and waive any additional venue to which either party may be entitled by domicile or otherwise.

13. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents, or subcontractors, if any, is an employee of Client by virtue of this Agreement or performance of any services under the Agreement.

14. **LICENSES, PERMITS, ETC:** Contractor represents and warrants to Client that all Contractor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Contractor has all the permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to conduct its business, all of which shall be in effect during the term of this Agreement.

15. **ENTIRE AGREEMENT:** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes any prior oral or written understanding between the parties. This Agreement shall not be modified except by a mutual agreement of the parties in writing.

16. **EXHIBITS:** The following exhibits are attached and incorporated by reference:

Exhibit A, entitled "Scope of Work"

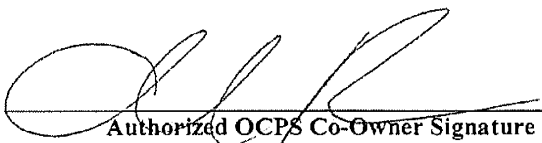
\_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Date

Jennifer Root, Ed.D., Assistant Superintendent, Business

\_\_\_\_\_  
Authorized Client Printed Name

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized OCPS Co-Owner Signature

*June 5, 2019*  
\_\_\_\_\_  
Date

*Al Rodriguez*  
\_\_\_\_\_  
Al Rodriguez, OCPS Co-Owner Printed Name

*June 5, 2019*  
\_\_\_\_\_  
Date

## EXHIBIT A

### SCOPE OF WORK

#### SECURITY SERVICES:

- OCPS will provide dedicated alarm response services Monday through Friday between the hours of 22:00PM and 05:30AM for all schools, including district administrative and maintenance facilities within the respective district.
- OCPS will provide alarm response services on weekends, beginning on Friday evening at 22:00PM and ending on Monday morning at 05:30AM.
- OCPS Officers will respond to alarms and investigate any suspicious persons or activities.
- OCPS Officers will complete and submit detailed reports of their findings.
- OCPS will conduct campus and vehicle patrols as agreed upon. Security patrols provide high visibility presence and assist as crime deterrence.
- OCPS will work directly with district administration as well as local law enforcement agencies on issues related to security and public safety for district properties.
- OCPS will provide additional security services to the Anaheim Union High School District upon request. Additional services will be billed separately from this service agreement at a rate reflected by specific services being requested. Please refer to attached amended rate sheet for costs of additional services.
- OCPS will provide two (2) dedicated patrol Officers and two (2) dedicated vehicles during the agreed times of service mentioned above in this contract.
- OCPS will provide coverage for "Non-Student/Non-Teacher Days, beginning at 22:00PM (refer to Student Teacher Calendar).
- OCPS will provide 24-hour coverage for School Holiday (refer to Student/Teacher Calendar).
- OCPS will also provide one (1) armed uniformed officer for monthly school board meetings included in the contracted amount. Any additional request for guards will be billed at \$29.00 an hour per each guard requested within the normal scope of work outlined within this contract. This \$29.00 an hour rate for an officer does not include CCW or fire watch officer, nor does it include a marked patrol vehicle to be placed on-site for visibility purposes. CCW, fire watch specialty officers, and marked patrol vehicles will be billed accordingly based on the provided amended rate sheet within this contract.
- OCPS will provide one (1) officer to one (1) designated district site only a month if requested by the district for a detail/event with less than 24-hours-notice. A detail with less than 24-hours-notice will include one (1) officer for one (1) shift totaling eight (8) hours included in the contracted amount for services operating within the normal scope of work. This does not include a marked patrol vehicle to be provided. The eight (8) hours is non-accruing and cannot be rolled over into a new month if not used each month. Any services requested longer than eight (8) hours with less than 24-hours-notice will be billed separately for each additional hour at a rate of \$32.00 per hour within the contracted normal scope of work to be provided to the client. The less than 24-hours-notice hourly rate does not include any extra services outside of the normal scope of work (i.e. CCW (Concealed Carry Weapon) Officer and Fire Watch Officer details are not included in this hourly amount). Requests for CCW and fire watch specialty officer details and extra marked patrol vehicle will be billed hourly based on the provided amended services rate within this contract.
- OCPS services requested for an extended period of time outside of the one (1) shift with one (1) officer for eight (8) hours within the contracted amount for services to be provided, with less than 24-hours-notice, will be billed at an hourly rate according to the scope of work

requested based on the given amended rate sheet within this contract (i.e. After the first 8 hours included in the contracted amount within the 24-hour-notice timeframe will be billed at \$32.00 an hour for the first 24-hours for the officer only. The \$32.00 an hour rate does not include a CCW (Concealed Carry Weapon) Officer, Fire Watch Officer or marked patrol unit. After the first 24-hours if services are still needed, the rate will be changed for the remainder of the requested services to \$29.00 an hour for the officer only. The \$29.00 an hour rate does not include a CCW (Concealed Carry Weapon) Officer, Fire Watch Officer or marked patrol unit.

- OCPS will provide services for requested football games within the district at the rate of \$29.00 an hour per officer requested with a required four (4) Officers minimum for four (4) hours minimum for services being requested. This does not include a marked patrol vehicle, Fire Watch Officer or a CCW (Concealed Carry Weapon) Officer in the rate.
- OCPS will provide a CCW (Concealed Carry Weapon) Officer within the district when requested at a rate of \$45.00 an hour with a required four (4) hour minimum for services being requested. The CCW (Concealed Carry Weapon) Officer can be requested to be in plain clothing or be in uniform. This does not include a marked patrol vehicle or Fire Watch Officer in the rate.
- OCPS will provide a Fire Watch Officer when requested within the district at a rate of \$42.00 an hour with a required four (4) hour minimum for services being requested. This does not include a marked patrol vehicle or CCW (Concealed Carry Weapon) Officer in the rate.

AUHSD Amended Contract Rates for 2019-2020 & 2020-2021 School Calendar Years

AUHSD Patrol Rate (Outside of contract and does not include marked vehicle or CCW Officer): *\$29 an hour*

**Board Meeting Rate**  
(For Non-Scheduled monthly meetings after one (1) included monthly meeting and does not include marked vehicle or CCW Officer): *\$29 an hour*

**CCW (Concealed Carry Weapon) Officer Rate**  
(Outside of contract and does not include a marked patrol vehicle or Fire Watch officer and Officer is in plain clothes for detail): *\$45 an hour*

**Less than 24 Hours Emergency Rate**  
(After one (1) included eight (8) hour a month shift per contract and does not include marked patrol vehicle or CCW Officer): *\$32 an hour*

**Fire Watch Rate (Outside of contract and does not include a marked patrol vehicle or CCW Officer):** *\$42 an hour*

**On-Site Dedicated Officer Rate (Outside of contract and does not include a marked vehicle, Fire Watch Officer or CCW Officer):** *\$29 an hour*

**Marked Patrol Vehicle Rate**  
(Outside of contracted marked patrol vehicles and does not include an officer/Fire Watch or CCW Officer): *\$6 an hour*

*Revised; 05/14/2019*

ANAHEIM UNION HIGH SCHOOL DISTRICT  
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1<sup>st</sup> day of July 2019, by and  
between the

ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

CITY OF CYPRESS  
A PUBLIC AUTHORITY

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD) for consideration, will provide buses and drivers to the public authority (herein after City) on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. That the AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers for the transportation of Recreation and Community Services participants, when the City lacks the necessary buses to transport its Recreation and Community Services participants, and when the AUHSD has available extra school buses and licensed school bus drivers.
2. That the City, in consideration for services rendered by the AUHSD under this agreement, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges.
3. The AUHSD shall indemnify, defend, and hold the City harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The City shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the City.
4. The CITY OF CYPRESS shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial



Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

- Each Occurrence \$1,000,000
- Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. The CITY OF CYPRESS must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

CITY OF CYPRESS  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Peter Grant  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



ANAHEIM UNION HIGH SCHOOL DISTRICT  
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1<sup>st</sup> day of July 2019, by and  
between the

ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

CORNELIA CONNELLY HIGH SCHOOL  
A PRIVATE HIGH SCHOOL IN ANAHEIM CA

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to the CORNELIA CONNELLY HIGH SCHOOL on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers to CORNELIA CONNELLY HIGH SCHOOL for the transportation of CORNELIA CONNELLY students, when the AUHSD has available extra school buses and licensed school bus drivers.
2. CORNELIA CONNELLY HIGH SCHOOL, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges.
3. The AUHSD shall indemnify, defend, and hold CORNELIA CONNELLY HIGH SCHOOL harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. CORNELIA CONNELLY HIGH SCHOOL shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of CORNELIA CONNELLY HIGH SCHOOL.
4. CORNELIA CONNELLY HIGH SCHOOL shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

- Each Occurrence \$1,000,000
- Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. CORENLIA CONNELLY HIGH SCHOOL must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF. The parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

CONNELLY HIGH SCHOOL  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Cheri Lynn Wood  
Connelly Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT  
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT is made and entered into the 1<sup>st</sup> day of July, 2019, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

GOALS ACADEMY

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for same by the benefited public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD), for consideration, will provide buses and drivers to GOALS Academy on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. That the AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers for the transportation of GOALS Academy scholars, when the Academy lacks the necessary buses to transport its scholars, and when the AUHSD has available extra school buses and licensed school bus drivers.
2. That GOALS Academy, in consideration for services rendered by the AUHSD under this agreement, agrees that the compensation shall be rated at \$76 per hour.
3. The AUHSD shall indemnify, defend, and hold GOALS Academy harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. GOALS Academy shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of GOALS Academy.
4. GOALS Academy shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
  - Each Occurrence \$1,000,000
  - Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. GOALS Academy must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This Agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this Agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

GOALS ACADEMY  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Debra Schroeder  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT  
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT is made and entered into the 1<sup>st</sup> day of July 2019, by and  
between the

ANAHEIM UNION HIGH SCHOOL DISTRICT A  
PUBLIC SCHOOL DISTRICT

And

GREATER ANAHEIM SELPA  
PUBLIC SCHOOL AGENCY

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD) for consideration, will provide buses and drivers to the other district (herein after paying district) on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. That the parties, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers for the transportation of pupils, when the paying district lacks the necessary buses to transport its pupils and when the AUHSD has available extra school buses and licensed school bus drivers.
2. That the paying district, in consideration for services rendered by the AUHSD under this agreement, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges, with the charges for home-to-school special needs student transportation to be rated at \$44.00 per day, per student.
3. The AUHSD shall indemnify, defend, and hold the paying district harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The paying district shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the paying district.
4. The GREATER ANAHEIM SELPA shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property

damage losses included, written on an occurrence form, with limits as follows:

- Each Occurrence \$1,000,000
- Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. The GREATER ANAHEIM SELPA must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

Anaheim Union High School District  
of Orange County, California

Greater Anaheim SELPA  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Paul Lavigne, Ed.D.  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

le

ANAHEIM UNION HIGH SCHOOL DISTRICT  
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1<sup>st</sup> day of July 2019, by and  
between the

ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

KNOTT AVENUE CHRISTIAN CHURCH  
A CHURCH

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to the KNOTT AVENUE CHRISTIAN CHURCH (KACC) on an as needed and when available basis.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. The AUHSD, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers to the KACC for the transportation of passengers, when the AUHSD has available extra school buses and licensed school bus drivers.
2. The KACC, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges.
3. The AUHSD shall indemnify, defend, and hold the KACC harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The KACC shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the KACC.
4. The KNOTT AVENUE CHRISTIAN CHURCH shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
  - Each Occurrence \$1,000,000



- Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. The KNOTT AVENUE CHRISTIAN CHURCH must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF. The parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

KNOTT AVENUE CHRISTIAN CHURCH  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Paul Crandell  
Lead Pastor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT  
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1<sup>st</sup> day of July 2019, by and  
between the  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM  
A PUBLIC DISTRICT

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD) will provide buses and drivers to the NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM (NOCROP) on an as needed and when available basis.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. The AUHSD, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers to the NOCROP for the transportation of NOCROP students, when the AUHSD has available extra school buses and licensed school bus drivers.
2. The NOCROP, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges.
3. The AUHSD shall indemnify, defend, and hold the NOCROP harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The NOCROP shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the NOCROP.
4. The NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

- Each Occurrence \$1,000,000
- Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. The NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF. The parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

NORTH ORANGE COUNTY REGIONAL  
OCCUPATIONAL PROGRAM  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Joshua Behnke  
Director, Fiscal Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT  
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1<sup>st</sup> day of July 2019, by and  
between the

ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

SAMUELI ACADEMY  
A LOCAL CHARTER ACADEMY SCHOOL

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to SAMUELI ACADEMY on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the PROGRAM for the transportation of SAMEULI ACADEMY students when the AUHSD has available extra school buses and licensed school bus drivers.
2. SAMUELI ACADEMY, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges.
3. The AUHSD shall indemnify, defend, and hold SAMUELI ACADEMY harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. SAMUELI ACADEMY shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of SAMUELI ACADEMY.
4. The SAMUELI ACADEMY shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property

damage losses included, written on an occurrence form, with limits as follows:

- Each Occurrence \$1,000,000
- Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. The SAMUELI ACADEMY must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

SAMUELI ACADEMY  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Anthony Saba  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1<sup>st</sup> day of July 2019, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

SERVITE HIGH SCHOOL  
A PRIVATE NOT FOR PROFIT HIGH SCHOOL

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to SERVITE HIGH SCHOOL on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the PROGRAM for the transportation of SERVITE HIGH SCHOOL students when the AUHSD has available extra school buses and licensed school bus drivers.
2. SERVITE HIGH SCHOOL, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges.
3. The AUHSD shall indemnify, defend, and hold SERVITE HIGH SCHOOL harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. SERVITE HIGH SCHOOL shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of SERVITE HIGH SCHOOL.
4. SERVITE HIGH SCHOOL shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses

included, written on an occurrence form, with limits as follows:

- Each Occurrence \$1,000,000
- Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. SERVITE HIGH SCHOOL must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

SERVITE HIGH SCHOOL  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Michael Brennan  
Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1<sup>st</sup> day of July 2019, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

ST. THOMAS AQUINAS COLLEGE

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to students of ST. THOMAS AQUINAS COLLEGE on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the PROGRAM for the transportation of ST. THOMAS AQUINAS COLLEGE students when the AUHSD has available extra school buses and licensed school bus drivers.
2. ST. THOMAS AQUINAS COLLEGE, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges.
3. The AUHSD shall indemnify, defend, and hold ST. THOMAS AQUINAS COLLEGE harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. ST. THOMAS AQUINAS COLLEGE shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of ST. THOMAS AQUINAS COLLEGE.
4. The ST. THOMAS AQUINAS COLLEGE shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:



- Each Occurrence \$1,000,000
- Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. The ST. THOMAS AQUINAS COLLEGE must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

ST THOMAS AQUINAS COLLEGE  
of New York

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Chun Chen

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT  
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1<sup>st</sup> day of July 2019, by and  
between the

ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

TGR LEARNING LAB  
A NON-PROFIT ORGANIZATION

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to the TGR LEARNING LAB on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers.
2. The TGR LEARNING LAB, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges.
3. The AUHSD shall indemnify, defend, and hold the TGR LEARNING LAB harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The TGR LEARNING LAB shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the TGR LEARNING LAB.
4. The TGR LEARNING LAB shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
  - Each Occurrence \$1,000,000
  - Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. The TGR LEARNING LAB must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF. The parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

TGR LEARNING LAB  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Katherine Bihr  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1<sup>st</sup> day of July 2019, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

YOUTH LEADERSHIP AMERICA  
A NONPROFIT GROUP

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD) for consideration, will provide buses and drivers to the nonprofit group (herein after Group) on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. That the AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers for the transportation of Youth Leadership America participants, when the Group lacks the necessary buses to transport its Youth Leadership America participants, and when the AUHSD has available extra school buses and licensed school bus drivers.
2. That the Group, in consideration for services rendered by the AUHSD under this agreement, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges (other than the driver's pre trip inspection and time to drive to and from trip origination).
3. The AUHSD shall indemnify, defend, and hold the Group harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The Group shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the Group.
4. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

5. YOUTH LEADERSHIP AMERICA shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

- Each Occurrence \$1,000,000
- Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

6. YOUTH LEADERSHIP AMERICA must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

YOUTH LEADERSHIP AMERICA  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Ron Hoshi  
Advisor for YLA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Youth Leadership America  
Address (PO Box): 8543, Anaheim, CA 92812  
Address: 4229 Via Largo, Cypress, CA 90630  
Phone number: (714) 815-5579  
Person responsible for contracts: Ron Hoshi (advisor)

ANAHEIM UNION HIGH SCHOOL DISTRICT  
AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1<sup>st</sup> day of July 2019, by and  
between the

ANAHEIM UNION HIGH SCHOOL DISTRICT  
A PUBLIC SCHOOL DISTRICT

And

ZION LUTHERAN CHURCH and SCHOOL  
A CHURCH and SCHOOL

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2019, through June 30, 2020, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to the ZION LUTHERAN CHURCH/SCHOOL (ZLCS) on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers to the ZLCS for the transportation of passengers, when the AUHSD has available extra school buses and licensed school bus drivers.
2. The ZLCS, in consideration for services rendered, agrees that the compensation shall be rated at \$76 per hour with no mileage or other additional charges.
3. The AUHSD shall indemnify, defend, and hold the ZLCS harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The ZLCS shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the ZLCS.
4. ZION LUTHERAN CHURCH shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

- Each Occurrence \$1,000,000

- Sexual Misconduct (may be included in General Liability) \$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate \$2,000,000

5. ZION LUTHERANCE CHRUCH must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).
6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.
7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF. The parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT  
of Orange County, California

ZION LUTHERAN CHURCH/SCHOOL  
of Orange County, California

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Assistant Superintendent, Business

\_\_\_\_\_  
Krista Nagy  
Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ANAHEIM UNION HIGH SCHOOL DISTRICT

AEED PRESCHOOL PROGRAM: MEAL & MILK AGREEMENT

THIS AGREEMENT, entered into this 30<sup>th</sup> day of June, 2019, shall govern the providing of meals and milk by the ANAHEIM UNION HIGH SCHOOL DISTRICT, 501 Crescent Way, Anaheim, CA 92803 to: ANAHEIM ELEMENTARY SCHOOL DISTRICT – PRESCHOOL PROGRAM, 1001 S. East Street, Anaheim, CA 92805.

THIS AGREEMENT to begin July 1, 2019, and terminate June 30, 2020.

Milk will be provided and meals will be prepared in compliance with the official Anaheim Union High School District's calendar. Both parties will furnish notice of one week in case of special holidays or changes in the calendar that affect service. The Food Service programs of the Anaheim Union High School District will take priority over those of contracting agencies.

Breakfasts, lunches, and milk, conforming to the USDA Child and Adult Care Food Program Meal pattern will be provided. All meals will meet Federal and State requirements for Child and Adult Care Food Program Meals.

The Anaheim Union High School District agrees to adhere to the California Uniform Retail Food Facilities Law (CURFFL) and will maintain current county permits for food preparation facilities.

The Anaheim Elementary School District will indemnify and hold the Anaheim Union High School District and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the Anaheim Union High School District.

The Anaheim Elementary School District will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than \$2,000,000 for each occurrence and will provide the Anaheim Union High School District with a certificate evidencing insurance in the amount, naming the Anaheim Union High School District as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to the Anaheim Union High School District.

The daily number of breakfasts, lunches, and milk, received from the Anaheim Union High School District will be the number that will be charged for. Any difference in the number of meals delivered and the number served will be the responsibility of the Anaheim Elementary School District.

This Agreement may be canceled by either agency with one (1) year's written notice.

ANAHEIM ELEMENTARY SCHOOL DISTRICT agrees:

1. To enter into meal agreements as needed with the California State Department of Education, Child Nutrition & Food Distribution Division and The United States Department of Agriculture.
2. To follow the policies and procedures for free and reduced-price meals as prescribed by the United States Department of Agriculture, Food and Nutrition Services.
3. To maintain records and file claims for meal reimbursements.
4. To ensure that an Agency representative is available at each site to receive, inspect and sign for the requested number of meals. If a representative is unavailable at the time of delivery, meals will be inspected by the Agency representative upon arrival.



5. To ensure that proper food safety procedures are followed. It is recommended by AUHSD Food Services that any leftover food items are discarded after meal service. If food safety procedures are not followed by AESD staff, then AESD assumes responsibility for any and all food safety hazards.

6. To ensure that appropriate space is available for deliveries made on a daily basis.

7. To ensure that appropriate keys and preschool classroom access are granted to AUHSD drivers upon request in a timely manner.

ANAHEIM UNION HIGH SCHOOL DISTRICT agrees:

1. To prepare meals that offer a variety of appetizing and nutritious foods, and meet federal requirements for reimbursable meals that meet the preschool meal pattern.

2. To keep daily menu planning worksheets, invoices, inventories, and all other records essential to the Meal Pattern Breakfast and Lunch Programs on file for a period of four (4) years for review by the California State Department of Education, Child Nutrition Division.

3. To Provide a copy of the monthly menus to the Anaheim Elementary School District two weeks prior to the first day of the month covered by the menu. Anaheim Union High School District reserves the right to change the menu when necessary.

4. To bill Anaheim Elementary School District, 1001 S. East St., Anaheim, CA 92805 at the end of each month for the total number of meals delivered, with payment due within thirty (30) days.

5. To provide eating utensils, cups and plates.

6. To provide a delivery schedule at the beginning of each year; updates will be provided as necessary.

7. To maintain records of the temperature of meals when it is taken off the truck and delivered to the school site.

The charge for breakfast, lunch or snack is:

Breakfast - \$1.50

Lunch - \$2.50

Recommendations for price changes will be made by April 15<sup>th</sup> each year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

For:  
Anaheim Union High School District

For:  
Anaheim Elementary School District

\_\_\_\_\_  
Jennifer Root  
Assistant Superintendent, Business

\_\_\_\_\_  
Michael Krause  
Assistant Superintendent, Administrative Svcs.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CONSULTING AGREEMENT**  
*Anaheim Union High School District*  
*Consulting Services Regarding*  
*Former Redevelopment Agencies*  
*July 1, 2019 through June 30, 2024*

THIS AGREEMENT is made and entered into this 21 day of June, 2019, by and between **Public Economics, Inc.**, hereinafter referred to as "Consultant," and **Anaheim Union High School District**, hereinafter referred to as "District."

WHEREAS, District is in need of special services and advice in financial, economic, facilities, or administrative matters regarding payments to District from County Auditor-Controller made on behalf of Successor Agencies to former Redevelopment Agencies ("RDAs"), as well as from Cities of former RDAs, pursuant to ABX1 26, AB 1484, SB 107, and AB 104 ("RDA Dissolution Law"); and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Consultant may provide similar services to other K-14 districts in Orange County and elsewhere ("Other Districts"); 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, Consultant and District agree as follows:

1. Consultant will provide the special services and advice to District as described in the Scope of Work attached hereto as Exhibit A, beginning on July 1, 2019.
2. Consultant will perform said services as an independent contractor and not as an employee of District. Consultant shall be under the control of District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished. This Agreement will continue in effect until the contracted services have been performed or until otherwise terminated by either party.
3. District will prepare and furnish to Consultant upon request such information as is reasonably necessary for the performance of Consultant under this Agreement.
4. District shall pay Consultant for services rendered to District pursuant to this Agreement in accordance with the Budget, attached hereto as Exhibit B. Hourly billing rates will not exceed the hourly amounts shown in Exhibit B, and are subject to potential increase effective July 1, 2020. However, hourly rates may be less than such amounts depending on extent of services already provided to Other Districts and/or provided to District alone or jointly to District and Other Districts.

5. In addition to payment of fees, District shall reimburse Consultant at cost within the final Budget for reasonable out-of-pocket expenses, including, but not limited to, travel, administrative support costs (currently \$45 per hour, subject to potential increase effective July 1, 2020), photocopying, courier services, database services or materials, and other reasonable out-of-pocket expenses.

6. Consultant shall submit invoices to District on a monthly basis showing specific services provided and expenses incurred. Such invoices are due and payable upon receipt.

7. Except for services (if any) for which a fixed fee has been identified, all services shall be subject to application of the hourly fee schedule set forth in Exhibit B, unless such schedule has been superseded by another fee schedule acceptable to District which modifies such hourly rates.

8. District may at any time for any reason terminate this Agreement and compensate Consultant only for services rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received in writing by Consultant. Notwithstanding the above, Consultant shall also be compensated for time subsequently spent on District's behalf in court appearances, testimony, deposition, or discovery proceedings.

9. Consultant agrees to and shall hold harmless, defend and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage or expense which may be incurred by reason of Consultant's negligent performance pursuant to this Agreement except for liability for damages referred to above which result from negligent or willful misconduct of District, its officers, employees or agents. Except to the extent covered by insurance (\$1 million per occurrence for errors and omissions, \$1 million per occurrence for workers compensation, and \$2 million per occurrence for general liability), the liability of Consultant for any and all claims related to this Agreement, including any cause of action in contract, tort, or strict liability, and including an obligation to indemnify District, shall not exceed the total amount of payments made to Consultant under this Agreement.

10. This Agreement is not assignable without written consent of the parties hereto.

11. Consultant shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation.

12. If any employee of Consultant is an employee of another public agency, Consultant certifies that such employee of Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

13. District acknowledges that Consultant may at various times perform services for other public agencies with jurisdiction over the same territory as District and for certain private parties interested in development projects within the boundaries of District. Consultant agrees to make appropriate disclosure of such relationships and the parties agree that nothing in this Agreement is intended to imply that Consultant is a "public official," "participating in a governmental decision" or has a "financial interest" as such terms are used in California Government Code Section 87100.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

Dated: June 10, 2019

**Public Economics, Inc.**  
EIN 33-0501261  
221 S. Glassell Street  
Orange, California 92866-1945  
714-647-6242  
[www.pub-econ.com](http://www.pub-econ.com)

By: 

\_\_\_\_\_  
Dante Gumucio  
Chief Executive Officer

Dated: \_\_\_\_\_

**Anaheim Union High School District**

By: \_\_\_\_\_  
Jennifer Root, Ed.D.

Its: Assistant Superintendent, Business

**EXHIBIT A**  
**SCOPE OF WORK**  
**Anaheim Union High School District**  
**Consulting Services Regarding**  
**Former Redevelopment Agencies**  
**July 1, 2019 through June 30, 2024**

Consulting services regarding payments to District from County Auditor-Controller (“A-C”) made on behalf of Successor Agencies (“SAs”) to former RDAs, as well as from Cities of former RDAs, pursuant to ABX1 26, AB 1484, SB 107, AB 104, and related legislation (“RDA Dissolution Law”) include, but are not limited to:

**Priority Tasks**

**1. Update projections of future RDA pass-through payments**

- Update projections of 30 future pass-through entitlements previously prepared for District which are paid by County Auditor-Controller (“A-C”) on behalf of SAs for Cities of Anaheim, Buena Park, Cypress, Fullerton, La Palma, and Orange, and the County of Orange for 27 redevelopment project areas (“Projects) for up to 35 future years, based on:
  - Rigorous computer modeling of all components of contractual and statutory pass-through formulas
  - Updated base year assessed values (“AV”s), adjusted base year AVs, and current year AVs, as well as District property tax shares, tax increment caps, and cumulative tax increment to date deemed allocated to former RDAs or Redevelopment Property Tax Trust Fund (“RPTTF”)
  - Alternative assumptions regarding future AV growth, and pass-through implementation methods
- Provide updated projections and summaries thereof to District and its financial advisor

**2. Update impacts of potential premature termination and potential extension of pass-throughs due to RDA Dissolution Law**

- Obtain from State Department of Finance (“DOF”) copies of most recent annual Recognized Obligation Payment Schedule (“ROPS”) (including DOF letters approving/denying most recent ROPS), for each SA with Projects located in whole or in part with District, and determine last payment date of enforceable obligations shown thereon
- Based on results of ROPS analysis for SAs to former RDAs of Anaheim, Buena Park, Cypress, Fullerton, La Palma, and Orange, and the County of Orange and updated projections of future pass-through payments prepared pursuant to Task 1, determine (i) future pass-through years and amounts at risk for *premature termination*, and (ii) future pass-through years and amounts subject to *potential extension*, based on DOF’s and County A-C’s interpretations of RDA Dissolution Law
- Compile current lease payment schedule(s) from 2017 certificates of participation (“COPs”) currently being repaid from RDA pass-throughs, and quantify annual potential

shortfalls and surpluses in pass-throughs compared to COPs lease payments due to premature termination of pass-throughs and potential extension of pass-throughs

- Work with District and its financial advisor as needed regarding potential COPs refunding options, including potential additional COPs financing to be sized, secured, and repaid by future RDA pass-throughs

### **3. Monitor and evaluate ongoing pass-throughs received**

Compile and evaluate annual RDA pass-throughs received by District from County A-C pursuant to RDA Dissolution Law for FYs 2018-19 through 2023-24, and compare with amounts previously projected per Task 1 for same years, including:

- Prepare exhibits showing amounts of all RDA pass-throughs actually paid to District by fiscal year and individual distribution date, including payments restricted to facilities (object 8625) and payments designated as taxes (object 8047)
- Compare actual amounts of all RDA pass-throughs actually paid to District with estimates by Consultant of amounts that should have been paid, and determine amount of estimated over/(under) payments
- Contact County A-C re: results of above evaluation, and work and meet with County A-C staff as needed to:
  - Change data and methodology used by County A-C to calculate any pass-throughs that are being significantly underpaid
  - Obtain refunds to District of any prior year underpayments
- Adjust updated projections in Task 1 as needed to conform with disposition of meetings with County A-C

### **4. Evaluate future facilities and maintenance funding alternatives**

- Explore alternatives with District for future facilities and facilities maintenance funding based on projections of future RDA pass-throughs, including pay-as-you-go budgeting (i.e., on cash basis) and pay-as-you-use financing (i.e., using future RDA pass-throughs to size and repay potential new COPS financing)
- Determine potential portions of future RDA pass-throughs available for future maintenance funding (e.g., ongoing and major maintenance account (“OMMA”) and restricted routine maintenance account (“RRMA”)) versus capital improvements, including technology

### **5. Coordinate with District financial advisor**

Coordinate with District financial advisor as needed re: (i) assumptions that could be used to size potential additional COPs financing to be repaid by future pass-throughs to District with projected premature termination, language in financing documents pledging future pass-throughs to financing, etc.

## **Other Tasks**

### **6. Other Tasks**

Other Tasks include but are not limited to the following:

A. Assist District as needed in evaluation of and response to:

- Requests from Cities for cooperation agreements regarding disposition of property identified in Successor Agency's long range property management plan for future redevelopment activities

This specifically includes assisting District and District legal counsel in negotiating compensation agreement with City of Anaheim pursuant to City's so-called "New Paradigm."

- Subordination requests from Successor Agencies

B. Ensure compliance with functional and geographic usage restrictions on pass-through payments

C. Provide evaluation and technical support to District as needed for RDA-related litigation (if any) naming District as a defendant or real-party-in-interest

D. Assist District in evaluating or providing RDA-related information to Orange County Department of Education, California Department of Education, or other agencies of the State, or to Statewide associations

E. Provide information regarding implementation and interpretation of RDA Dissolution Law, and (i) evaluate impacts on District of new or proposed RDA-related legislation, and (ii) protect District's interests in dealing with County Property Tax Managers and others tasked with implementing or modifying RDA Dissolution Law

F. Other services requested by District

## **Phasing and Priorities**

Consultant will endeavor to complete the above tasks in the sequence requested by District, and according to Districts' priorities.

## **Limitations**

If tasks or services are required or requested which are not included in the Scope of Work, then such tasks may be defined as Additional Work. Additional Work will be performed only with the express consent of District. Additional Work will be clearly identified in each monthly invoice, and will be charged on a time and materials basis at the hourly rates indicated above.

**EXHIBIT B**  
**BUDGET**  
**Anaheim Union High School District**  
**Consulting Services Regarding**  
**Pass-Through Payments from**  
**Former Redevelopment Agencies**  
**July 1, 2019 through June 1, 2024**

The not-to-exceed five year Budget for tasks in the Scope of Work shown in Exhibit A is \$100,000, including reimbursement at cost of out-of-pocket expenses (if any).

Tasks performed for the District alone will be billed using PEI's then current hourly rates, which for FY 2019-20 are:

Principal	\$290
Consultant*	\$175 to 250
Research Assistant	\$125

\* Depending on the experience and expertise of individual consultant

Some tasks may be performed for District in conjunction with Other Districts, and will be billed using reduced, multi-client rates roughly based on PEI expectation of relative benefit in the form of total pass-throughs received. While providing joint services to District and Other Districts results in an increase in total billings, cost sharing among many clients greatly reduces the cost to each individual client, including District

*If the Scope of Work can be completed for less than the Budget, District will be charged only for services actually provided. In addition, the entire cost of services rendered under the Scope of Work can be paid from the facilities portion of pass-through payments (i.e., **without imposing any burden on District's General Fund**), or with the approval of bond counsel, from the proceeds of potential additional COPs financings or refinancings secured or repaid by such payments.*

In addition to fees for services, out-of-pocket expenses such as travel outside Orange County, word processing, large scale photocopying, data and database services will be charged on a cost recovery basis, as set forth in the Agreement. Monthly progress payments will be made as set forth in the Agreement.





**School Facility Consultants  
Contract for Services with  
Anaheim Union High School District**

This document represents an agreement between **Anaheim Union High School District**, herein referred to as the Client, and **School Facility Consultants**, herein referred to as the Contractor, for the period July 1, 2019 through June 30, 2024.

For the remuneration stipulated, the Contractor shall provide the following services:

- Assist the Client with maximizing eligibility for State funding of new school construction and/or modernization of existing school facilities under the State School Facilities Program.
- Assist the Client with the preparation and submittal of State applications required for eligible new construction and/or modernization projects and other state funding programs.
- Monitor meetings of the State Allocation Board, Implementation Committee, and other State level committees and agencies for issues that impact the Client’s eligibility for funding.
- Work with the Client, architect and all applicable State agency staff to ensure projects are moving through the approval process in a timely manner.
- Assist client with School Facility Program project close-out issues.
- Assist the Client with planning services, as requested by the Client, and as accepted by the Contractor.

For the services delineated above, the Client shall pay the Contractor according to the hourly rate schedule below not to exceed \$150,000. The Contractor will bill the Client in increments of 15 minutes. The fees shall cover all normal business expenses incurred in Sacramento by the Contractor on behalf of the Client. Client agrees that if it becomes necessary for a Consultant from School Facility Consultants to visit the Client, the Client will pay for travel time per the rate schedule below. Client also agrees to reimburse Contractor for all necessary and pre-approved travel expenses.

**Hourly Rate Schedule**

Position	2019 Rate	2022 Rate
Principal	\$200/hr	\$210/hr
Director/Senior Consultant	\$175/hr	\$185/hr
Consultant	\$150/hr	\$160/hr
Research Analyst	\$130/hr	\$140/hr

The Client shall be responsible for reviewing and verifying all data included in documents, forms and reports prepared by the Contractor on behalf of the Client. The Client shall be responsible for

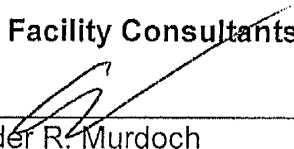
meeting any certification requirements and shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms and reports.

It is understood that the Contractor shall function as an independent contractor without authority to obligate the Client or District for any indebtedness or other commitments. The Contractor will accurately and fairly represent the Client's position.

During the term of this agreement, the status of those individuals performing the work stipulated in this contract may change. Changes to an individual's status may affect billing rates. The Client agrees to accept these changes. The Contractor agrees that any such changes in status will be reflected on the bill.

The terms of the agreement shall remain in force unless mutually amended. This agreement may be terminated by either party upon 30 days written notice.

**School Facility Consultants**

  
\_\_\_\_\_  
Alexander R. Murdoch  
President

Date: June 10, 2019

**Anaheim Union High School District**

\_\_\_\_\_  
Authorized Signature  
Jennifer Root, Ed.D., Assistant Superintendent, Business

Date: \_\_\_\_\_

## AGREEMENT FOR ENGINEERING SERVICES

### 1 PARTIES AND DATE.

This Agreement is made and entered into this 21<sup>st</sup> day of June, 2019 by and between the **Anaheim Union High School District**, a public school district organization organized under the laws of the State of California with its principal place of business at 501 Crescent Way Anaheim CA 92801 (“District”) and **AG Design, Inc.** a Corporation, with one or more engineers licensed to practice in the State of California and with its principal place of business at 171 S. Anita Dr., Suite 111, Orange, CA 92868 (“Engineer”). District and Engineer are sometimes individually referred to as “Party” and collectively as “Parties.”

### 2 RECITALS.

**2.1 District.** District is a public school district organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

**2.2 Engineer.** Engineer desires to perform and assume responsibility for the provision of certain professional Engineering services required by the District on the terms and conditions set forth in this Agreement. Engineer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Engineer is a corporation or other organization, the Project Engineer designated pursuant to Section 3.2, and not the Engineer itself, shall be fully licensed to practice as an Engineer in the State of California.

**2.3 Project.** District desires to engage Engineer to render such services for the Modernization, New Construction and Repairs of the AUHSD Facilities as set forth in this Agreement and to be specifically defined by individual Work Authorization(s).

### 3 TERMS

**3.1 Employment of Engineer.** Engineer promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Engineer shall be subject to the sole and discretionary approval of the District for compliance with the Standard of Care as defined in the Agreement and in

conformance with this Agreement, which approval shall not be unreasonably withheld.

### **3.2 Project Engineer; Key Personnel.**

3.2.1 Project Engineer. Engineer shall name a specific person to act as Project Engineer, subject to the approval of District. Engineer hereby designates Adam Sloan (License No.E18589) to act as the Project Engineer for the Project. The Project Engineer shall: (1) maintain oversight of the Services at all times; (2) have full authority to represent and act on behalf of the Engineer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Engineer shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Engineer shall be of at least equal competence as the prior Project Engineer. In the event that District and Engineer cannot agree as to the substitution of a new Project Engineer, District shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Engineer, Engineer has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Engineer may substitute others of at least equal competence upon written approval of the District. In the event that District and Engineer cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Engineer at the request of the District. The key additional personnel, engineers and consultants for performance of this Agreement are as follows: Gary McFarland.

### **3.3 Hiring of Consultants and Personnel.**

3.3.1 Right to Hire or Employ. Engineer shall have the option, unless District objects in writing after notice, to employ at its expense engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Engineer may delegate without relieving Engineer from administrative or other responsibility under this Agreement. Engineer shall be responsible for the coordination and cooperation of Engineer's experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Engineer shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 Qualification and License. All engineers, experts and other consultants retained by Engineer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All engineers, experts and other consultants hired by Engineer shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Engineer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Engineer shall promptly obtain written District approval of any assignment, reassignment or replacement of such engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Engineer's consultants and key personnel shall be subject to approval by District.

### **3.4 Standard of Care.**

3.4.1 Standard of Care. Engineer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Engineer shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays in the design or construction of the Project. Engineer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Engineer warrants that all of its employees, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Engineer represents that it, its employees, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Engineer shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Engineer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Engineer and shall not be re-employed to perform any of the Services or to work on the Project.

### 3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Engineer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Engineer by law. Engineer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Engineer performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Engineer shall be solely responsible for all costs arising there from. Engineer shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Engineer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education, the California Department of General Services and local jurisdictions, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations, which were not known or reasonably should not have been known, by Engineer may be compensated as Additional Services. Engineer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto.

3.5.3 Americans with Disabilities Act. Engineer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Engineer shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and requests District's direction on how to proceed, the Engineer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Engineer, and the Engineer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and request's District's direction on how to proceed, Engineer shall be responsible to the District only pursuant to the indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Engineer cannot warrant or guarantee that its interpretation will be correct. Engineer will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 Permits, Approvals and Authorizations. Engineer shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Engineer shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

### **3.6 Independent Contractor.**

3.6.1 Control and Payment of Subordinates. District retains Engineer on an independent contractor basis and Engineer is not an employee of District. Engineer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Engineer shall also not be employees of District, and shall at all times be under Engineer's exclusive direction and control. Engineer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Engineer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

### **3.7 Schedule of Services.**

3.7.1 Timely Performance Standard. The District shall issue Work Authorizations to the Engineer, incorporating the terms and conditions set forth herein, with any noted exceptions, authorizing the Engineer to proceed with the work described therein ("Work Authorization"). The District shall not be liable for payment for any work performed by the Engineer for which the District has not issued a Work Authorization. Engineer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Engineer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Engineer agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 Performance Schedule. Engineer shall prepare an estimated time schedule for the performance of Engineer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Engineer cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule, including any excusable delays, shall not be exceeded by Engineer without the prior written approval of District. If the Engineer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is

understood, acknowledged and agreed that the District will suffer damage for which the Engineer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 Excusable Delays. Any delays in Engineer's work caused by the following shall be added to the time for completion of any obligations of Engineer: (1) the actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Engineer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Engineer.

3.7.4 Request for Excusable Delay Credit. The Engineer shall, within ten (10) calendar days of the beginning of any excusable delay (unless District grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement), notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole and reasonable judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Engineer make an application for an extension of time, Engineer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

### **3.8 Additional Engineering Services.**

3.8.1 Request for Services. At District's request, Engineer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted Engineering practices.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Engineer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Engineer shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Engineer as to the scope and compensation to be paid for such services. District shall pay Engineer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Engineer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Engineer was aware or should have been aware pursuant to



the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

3.8.3.1 Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

3.8.3.2 Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Engineer to detect and report such matters when it reasonably should have done so shall not be compensated.

3.8.3.3 Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Engineer.

3.8.3.4 Legal Proceedings. Serving as an expert witness on District's behalf or attending legal proceedings to which the Engineer is not a party.

3.8.3.5 Damage Repair. Supervision of repair of damages to any structure.

3.8.3.6 Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Engineer's services for the Project.

3.8.3.7 Inspection Services. Professional inspection services, as required, in strict accordance with all applicable local, state and federal laws, rules and regulations.

**3.9 District Responsibilities.** District's responsibilities shall include the following:

3.9.1 Data and Information. District shall make available to Engineer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Engineer with a preliminary construction budget ("District's Preliminary Construction Budget").

3.9.2 Bid Phase. Distribute or delegate to others, included but not limited to the Engineer, Final Construction Bid Documents to bidders and conduct the opening and review of bids for the Project.

3.9.3 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.4 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to

conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.9.5 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.6 District's Representative. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Engineer and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Engineer in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.9.7 Review and Approve Documents. Review all documents, including change orders and other matters requiring approval by the District Council or other officials. District shall advise Engineer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

**3.10 Compensation.**

3.10.1 Engineer's Compensation for Basic Services. Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Engineer, for the performance of all Services rendered under this Agreement, a not to exceed amount of **TWO HUNDRED FIFTY THOUSAND DOLLARS \$250,000.00 per year** in incremental amounts set forth in the Work Authorizations to be issued by the District prior to performance of Services as described herein ("Total Compensation"). The Total Compensation shall constitute complete and adequate payment for the Services Provided under this Agreement.

3.10.2 Payment for Basic Service. In compliance with Civil Code Section 3320, District shall make progress payments to Engineer monthly upon receipt of Engineer's statement on account of compensation for Basic Services. The amount of the progress payment shall be the fraction of estimated compensation for Basic Services for the particular phase, which fraction has the services performed that month as the numerator and the total services required within the particular phase as the denominator. The payments shall be such that the total of all progress payments made shall not exceed the following percentages (cumulative, by phases) of the total compensation to be paid to Engineer at various phases for Basic Services:

Final Schematic Design Phase completed	10%
Design Development Phase completed	27%
Construction Documents Phase completed	62%

DSA/Agency Approval Phase completed	67%
Bidding Phase completed	69%
Construction Administration Phase completed	94%
DSA Certification / Project Close-Out Phase completed	100%

3.10.3 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit “B” attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Engineer shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Engineer to hire consultants to perform any Additional Services, Engineer shall be compensated therefore at the rates and in the manner set forth in Exhibit “B” attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Engineer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.4.

3.10.4 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Engineer shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit “B” attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Engineer in the interest of the Project. Engineer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) additional document duplication costs in excess of the number of sets set forth in Exhibit “A” and (5) other costs, fees and expenses not specifically allowed under this agreement or a part of a Work Authorization.

3.10.5 Payment to Engineer. Engineer’s compensation and reimbursable expenses shall be paid by District to Engineer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the compensation rates indicated in Exhibit “B” attached hereto and incorporated herein by reference. In order to receive payment, Engineer shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Engineer shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner. Upon cancellation or termination of this Agreement, Engineer shall be compensated as set forth in the termination provision herein.

3.10.6 Withholding Payment to Engineer. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Engineer is liable under the Agreement or state law. Payments to the Engineer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Engineer shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Engineer's reasonable control.

3.10.7 Prevailing Wages. Engineer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Engineer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Engineer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Engineer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Engineer's principal place of business and at the Project site. Engineer shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Engineer or its consultants to comply with the Prevailing Wage Laws.

### 3.11 Notice to Proceed.

Engineer shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

### 3.12. Termination, Suspension and Abandonment.

3.12.1 District's Termination for Convenience; Engineer's Termination for Cause. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Engineer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Engineer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Engineer. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Section 3.12, except as set forth herein, in the event of such suspension, abandonment or termination. Engineer may terminate this Agreement for substantial breach of performance by the District, such as failure to make payment to Engineer as provided in this Agreement.

3.12.2 District's Suspension of Work. If Engineer's Services are suspended by District, District may require Engineer to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Engineer.

3.12.3 Documents and Other Data. Within Seven (7) calendar days following suspension, abandonment or termination of this Agreement, Engineer shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Engineer's Services under this Agreement. Upon payment of the amount required to be paid to Engineer pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Engineer under this Agreement. In the event of a dispute regarding the amount of compensation to which the Engineer is entitled under the termination provisions of this Agreement, the Parties shall be subject to Section 3.19 of this Agreement and Engineer shall provide all Project Documents to District upon payment of the undisputed amount. Engineer shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Engineer shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Engineers. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### 3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, Engineering presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Engineer or other applicable subcontractors or consultants, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Engineer shall provide to District copies of all Project Documents required by District. In addition, Engineer shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Engineer shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.13.2 Right to Use. Engineer grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion with no additional compensation to Engineer, for the construction of all or part of this Project. District is not bound by this Agreement to employ the services of Engineer in the event such documents are used or reused. District shall be able to use or reuse the Project Documents for their intended purposes or to otherwise complete this Project, if necessary, without risk of liability to the District. However, any use or reuse by District of the Project Documents for other than their intended use or on any project other than this Project without employing the services of Engineer shall be at District's own risk. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Engineer's seal from the Project Documents and indemnify and hold harmless Engineer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. Engineer shall be responsible and liable for its Project Documents, pursuant to the terms of this Agreement, only with respect to the condition of the Project Documents at the time they are provided to the District upon completion, suspension, abandonment or termination. Engineer shall not be responsible or liable for any revisions to the Project Documents made by any party other than Engineer, a party for whom the Engineer is legally responsible or liable, or anyone approved by the Engineer.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Engineer shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in

the Project Documents that Engineer prepares or causes to be prepared pursuant to this Agreement. Engineer shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Engineer and provided to Engineer by District.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Engineer in connection with the performance of this Agreement, shall be held confidential by Engineer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Engineer for any purposes other than the performance of the Services. Engineer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Engineer which is otherwise known to Engineer or is generally known, or has become known, to the related industry shall be deemed confidential. Engineer shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

### **3.14 Indemnification.**

Engineer shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of Engineer, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Engineer shall defend, at Engineer's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, employees, volunteers and agents. Engineer shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. Engineer shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's reasonable attorney's fees and costs, including expert witness fees. Engineer shall reimburse District, its officials, officers, employees, volunteers and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Engineer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, volunteers and agents.

### 3.15 Insurance.

3.15.1 Time for Compliance. Engineer shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section.

3.15.2 Minimum Requirements. Engineer shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability:* Coverage which is appropriate to the Engineer's profession, or that of its consultants or subcontractors.

(B) Minimum Limits of Insurance. Coverage shall provide limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than \$1,000,000 per claim.

3.15.3 Professional Liability. Engineer and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.15.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Engineer shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled



underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Engineer or for which the Engineer is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Engineer.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.15.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Engineer shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Engineer shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District.

3.15.8 Verification of Coverage. Engineer shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be

on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.9 Subcontractor and Consultant Insurance Requirements. Engineer shall not allow any of its engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Engineer, District may approve different scopes or minimum limits of insurance for particular engineers, experts or other consultants. Unless otherwise approved by the District, the engineers, experts and other consultants shall comply with each and every provision of this Section.

### **3.16 Records.**

Engineer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Engineer shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Engineer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

### **3.17 Standardized Manufactured Items.**

Engineer shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

### **3.18 Limitation of Agreement.**

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic drawings and site utilization plans are approved. Any subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for Engineering services between District and the Engineer chosen therefore by District.

### **3.19 Dispute Resolution.**

In the unlikely event of a dispute, each person signing this Agreement (or his or her successor) shall mutually attempt resolution first by informal face-to-face negotiations. If mutually agreeable to the parties, any remaining disputes shall be submitted to a mutually agreeable independent third-party for mediation, whose decision of the dispute shall be final and binding on all parties. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

### **3.20 Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Engineer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

### **3.21 Asbestos Certification.**

Engineer shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Engineer prepares for the Project. Engineer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Engineer shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Engineer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

### **3.22 No Third Party Rights.**

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

### **3.23 Governing Law.**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Los Angeles County.

### **3.24 Entire Agreement.**

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

### **3.25 Severability.**

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

**3.26 Non-Waiver.**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

**3.27 Safety.**

Engineer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Engineer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.28 Delivery of Notices.**

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**ENGINEER: AG DESIGN, INC.  
17 S. ANITA DR.  
SUITE 111  
ORANGE, CA 92868  
ATTENTION: GARY MCFARLAND  
PRINCIPAL**

**DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT  
P.O. BOX 3520  
501 CRESCENT WAY  
ANAHEIM, CA 92803-3520  
ATTENTION: JENNIFER ROOT  
ASSISTANT SUPERINTENDENT, BUSINESS**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**3.29 Attorney's Fees.**

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

**3.30 Time of Essence.**

Time is of the essence for each and every provision of this Agreement.

**3.31 District's Right to Employ Other Consultants.**

District reserves right to employ other consultants, including Engineers, in connection with this Project or other projects.

**3.32 Prohibited Interests.**

3.32.1 Solicitation. Engineer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement. Further, Engineer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

**3.33 Equal Opportunity Employment.**

Engineer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Engineer shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

**3.34 Disabled Veteran Business Enterprise Certification.** If required for this Project, Engineer shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Engineer fails to comply with this requirement, the Agreement shall be deemed canceled.

**3.35 Labor Certification.**

By its signature hereunder, Engineer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the

provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**3.36 Subcontracting.**

As specified in this Agreement, Engineer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

**3.37 Supplemental Conditions.**

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

**3.38 Drug/Tobacco Free Facilities.** All District facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

**3.39 Fingerprinting Requirements.** Unless exempted, Engineer shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Engineer shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Engineer and its consultants must provide for the completion of the certification form attached hereto as Exhibit "C" and incorporated herein by reference prior to any of the Engineer's employees, or those of any other consultants, coming into contact with the District's pupils.

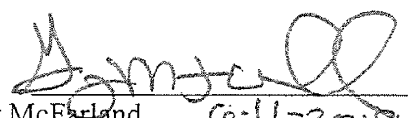
**3.40 Exhibits and Recitals.** All Exhibits and Recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth herein by this reference.

**3.41 Authority to Execute.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**ANAHEIM UNION HIGH SCHOOL  
DISTRICT**

**AG DESIGN, INC.**

By: \_\_\_\_\_  
Jennifer Root  
Assistant Superintendent, Business

By:   
Gary McFarland  
Principal  
6-11-2019

## EXHIBIT "A"

### ENGINEER'S SCOPE OF SERVICES

#### 1. GENERAL REQUIREMENTS.

**1.1 Basic Services.** Engineer agrees to perform all the necessary professional engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

**1.2 Exclusions from Basic Services.** The following services shall be excluded from the basic services listed above: soils engineering, geotechnical services, hazardous waste or toxic substance engineering.

**1.3 Additional Services.** Engineer shall perform the following Additional Services for the Project: NOT APPLICABLE

**1.4 Communication with District.** Engineer shall participate in consultations and conferences with authorized representatives of District and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Engineer shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any program or project manager hired by the District.

**1.5 Coordination and Cooperation with Program/Project Manager.** The District may hire a program/project manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the program/project manager so that the Engineer will be fully aware of the duties and responsibilities of the program/project manager. The Engineer shall cooperate with the program/project manager and respond to any requests or directives authorized by the District to be made or given by the program/project manager. The Engineer shall request clarification from the District in writing if the Engineer should have any questions regarding the authority of the program/project manager.

**1.6 Prints and Electronic Copies.** The Engineer shall Provide:

**1.6.1 Prints.** All prints of documents required for design, development, and coordination by Engineer and its consultants shall be furnished by Engineer. All prints for government approval shall be furnished by Engineer as described in sections 3.4, 4.2 and 5.5.

1.6.2 Electronic Copies. All electronic files, including BIM (only when required) plans, drawings, specifications, and other documents prepared by Engineer or the Engineer's consultants during the course of the Project shall be provided to the District at no additional cost to the District. District may request that such documents be delivered in REVIT (or AUTOCAD), when used, with all X-refs, and pen weights and vector files in PDF with true type fonts, PDF files, or other format approved by the District. In addition, the Engineer shall provide the District with a BIM format diskette file with all layers unprotected so the District may utilize the files. It is expressly understood that the release of the underlying BIM document is for the limited use only for the Project (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of the Engineer.

## **2. INITIAL PLANNING PHASE.**

During the initial planning phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

**2.1 Project Feasibility.** Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

**2.2 Meeting Budget and Project Goals.** Engineer shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the District's Preliminary Construction Budget. Engineer shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Engineer to design the Project within budget. As discussed below, if the lowest responsive and responsible bid for the Project exceeds the budget by the specified amount, Engineer may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget, unless the District, in its sole discretion, determines that bids are affected by market factors not within the reasonable control of the Engineer (e.g., labor or material shortage) and bids are received more than six (6) months following the completion of the Final Working Drawings and Specifications, as defined herein.

**2.3 Permits, Approvals and Authorizations.** Engineer shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

## **3. SCHEMATIC PLAN PHASE.**

During the schematic plan phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

**3.1 Funding Documents.** Engineer shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.



**3.2 Schematic Plans.** In cooperation with District, Engineer shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed Engineering concept of the buildings (“Schematic Plans”). Engineer shall incorporate the functional requirements of District into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All Engineering drawings for the Project shall be in a form suitable for reproduction.

**3.3 Preliminary Project Budget.** Engineer shall use the District’s Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by District (“Engineer’s Preliminary Project Budget”). The purpose of the Engineer’s Preliminary Project Budget is to show the probable Project cost in relation to District’s Preliminary Construction Budget and the construction standards of any applicable funding agency. If Engineer perceives site considerations which render the Project expensive or cost prohibitive, Engineer shall disclose such conditions in writing to District immediately. As stated above, if the lowest responsive and responsible bid for the Project exceeds the budget by the specified amount, Engineer may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget, unless the District, in its sole discretion, determines that bids are affected by market factors not within the reasonable control of Engineer (e.g. labor or material shortage) and bids are received more than six (6) months following the completion of the Final Working Drawings and Specifications, as defined herein. Engineer shall provide a preliminary written time schedule for the performance of all construction work on the Project.

**3.4 Copies of Schematic Plans and Other Documents.** Engineer, at its own expense, shall provide three (3) complete sets of the Schematic Plans described herein for District’s review and approval. Additionally, at District’s expense, Engineer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

#### **4. DESIGN DEVELOPMENT PHASE.**

During the design development phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

**4.1 Design Development Documents.** Once District provides Engineer with specific written approval of the Schematic Plans described herein, Engineer shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations (when required); and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project’s structural, mechanical and electrical systems, and to outline the Project specifications (“Design Development Documents”). The

Design Development Documents shall be prepared in sufficient form to present to the District Council for approval.

**4.2 Copies of Design Development and Other Documents.** Engineer, at its own expense, shall provide three (3) complete sets of the Design Development Documents described herein for District’s review and approval. Additionally, at District’s expense, Engineer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

**4.3 Updated Project Budget.** Engineer shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein (“Engineer’s Updated Project Budget”).

**4.4 Timetable.** Engineer shall provide a written timetable for full and adequate completion of the Project to District.

**4.5 Application for Approvals.** Engineer shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Engineer shall furnish and process all Engineering and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

**4.6 Color and Other Aesthetic Issues.** When required, Engineer shall provide, for District’s review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

**5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.**

During the final working drawings and specifications phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

**5.1 Final Working Drawings and Specifications.** Once District provides Engineer with specific written approval of the Design Development Documents described herein, Engineer shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner (“Final Working Drawings and Specifications”). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the Engineering, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. District may be requested to supply Engineer with the necessary information to determine the proper location of all improvements on and off site, including record drawings (“record drawings”) in District’s

possession. District shall make a good-faith effort to verify the accuracy of the record drawings and provide any supplemental information to Engineer which may not be shown on the record drawings.

**5.2 Form.** The Final Working Drawings and Specifications must be in such form as will enable Engineer and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard Engineering size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Engineer.

**5.3 Approval and Revisions.** District shall review, study, and check the Final Working Drawings and Specifications presented to it by Engineer, and request any necessary revisions or obtain any necessary approvals by the District Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Engineer shall make all District requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Engineer's professional judgment. Engineer shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Engineer, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes of the Final Working Drawings and Specifications at 75% to 90% completion levels with the assistance of the Engineer, its engineers and consultants, and to hire an independent Engineer or other consultant to perform such reviews at 90% to 100% completion level. Any such independent constructability review shall be at District's expense. Engineer shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Engineer's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Engineer shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

**5.4 Costs of Construction.** It is understood by Engineer that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Engineer's fees. Should it become evident that the total construction cost will exceed the specified sum, Engineer shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

**5.5 Copies of Final Working Drawings and Specifications and Other Documents.** Engineer, at its own expense, shall provide three (3) complete sets of the Final Working

Drawings and Specifications described herein for District's review and approval. Additionally, at District's expense, Engineer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District. Electronic copies shall be provided as described in section 1.6.2.

## **6. CONSTRUCTION CONTRACT DOCUMENTS.**

During the construction contract documents phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

**6.1 Bid and Contract Documents.** If so required by District, Engineer shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

**6.2 Final Estimate.** At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Engineer shall provide District with its final estimate of probable construction cost ("Engineer's Final Estimate"). As stated above, it shall be the Engineer's duty to design the Project within budget.

## **7. BIDDING & AWARD PHASE.**

The Engineer, following the District's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the District and the District Representative in obtaining bids and awarding the Contract for the construction of the Project. During the bidding & award phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

**7.1 Review and Comment.** Review and provide written comment upon the following documents to be provided by the District:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. Summary of Work
- D. Proposal Format

- E. Contract Agreement
- F. General Conditions
- G. Construction Administration Procedures

**7.2 Complete Bid Package.** Coordinate these “front end” documents with the approved Construction Documents, supplemental conditions, summary of work, specifications, and information developed by the Engineer and bid alternates into a complete Bid Package.

**7.3 Addenda.** Prepare any required Addenda to the Bid Package.

**7.4 Pre-Bid Conference.** Assist in the pre-bid conference and walk-through, including giving a technical narrative of the project scope.

**7.5 Written Answers.** Prepare written answers to questions, addenda, interpretations, and clarifications in a timely manner.

**7.6 Substitutions.** Investigate, review, advise and recommend for acceptance or rejection any substitution of material and products were requested or required by the terms of the specifications during the bidding phase.

**7.7 Reproducible Construction Documents.** The Engineer shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the Project at a reprographics company specified by the District for the bid and for printing of additional sets of the DSA approved Construction Documents during the Project. The District may request that such documents be delivered to the reprographics company selected by the District in CADD, PLOT, TIFF or other format approved by the District. If requested, the Engineer shall provide the District with a BIM format diskette file with all layers unprotected for the District’s use.

**7.7.1** It is expressly understood that the release of the underlying BIM documents is for the limited use only for the Project (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of the Engineer. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the District. Reasonable costs for producing this record document shall be reimbursed to the Engineer and Engineer’s consultants. Engineer shall also make a record set of the clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes.

**7.8 Revisions to Contract Documents.** The Engineer shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the Engineer. The Engineer shall ensure that all revisions are submitted to and approved by DSA prior to certification of the Project.

7.9 **Overbudget.** If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the Project, the Engineer, in consultation with, and at the direction of, the District, shall provide such modifications in the Construction Documents as necessary to bring the cost of the Project within its Budget.

## 8. CONSTRUCTION PHASE.

During the construction phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

8.1 **Prior to Start of Construction.** The Project Engineer shall certify that the following two documents have been submitted to DSA:

A. Contract Information Form DSA-102 IC

B. Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

8.2 **Construction Documents.** The Project Engineer shall reproduce three (3) full sized sets of Construction Documents and Contract Documents and all progress prints for the District's and the District Representative's use at the Engineer's expense. The Engineer shall provide one (1) full sized set of DSA approved Construction Documents for the Project Inspector, and electronic copies only for the Laboratory of Record and Special Inspector.

8.3 **Observation.** The Project Engineer shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Engineer. Engineer neither shall be responsible for performance of the work observed, nor shall Engineer incur any liability to any party for observation as required by this paragraph.

8.4 **General Administration.** Engineer shall provide general administration of the Construction Documents and the work performed by the contractors.

8.5 **Pre-Construction Meeting.** Engineer shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.6 **Site Visits of Contractor's Work.** Engineer shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.7 **Coordination with Inspectors.** The Engineer shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the District, as required by applicable law. The Engineer shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not

provided by the Laboratory of Record. Upon the District's award of a Construction Contract to the Contractor, the Engineer shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the Project as it is completed by the Contractor. The Engineer shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire Project prior to the commencement of any work by the Contractor on the Project. The Engineer shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the Project and the Engineer's expense.

**8.8 Site Visits of Inspector's Work.** Engineer shall conduct site visits to communicate and observe the activities of the District inspectors. Such site visits shall be conducted as often as needed throughout the completion of the Project to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. Engineer shall direct the District inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

**8.9 Coordination of Engineer's Consultants.** Engineer shall cause all engineers and other consultants, as may be hired by Engineer or District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

**8.10 Reports.** Engineer shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project. The Engineer shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the District prior to the Project Inspector's approval and sign off of any of the following sections of the Project's PIC's as applicable:

- A. Initial Site Work;
- B. Foundation;
- C. Vertical Framing;
- D. Horizontal Framing;
- E. Appurtenances;
- F. Non-Building Site Structures;
- G. Finish Site Work;
- H. Other Work; or
- I. Final.

If the Engineer has delegated responsibility for any portion of the Project's design to other engineers, the Engineer shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the District Representative during the course of construction and prior to the Project Inspector's approval

and sign off of the above sections of the PIC's as they relate to the portions of the Project that were delegated to such engineers.

**8.11 Construction Meetings; Minutes.** Engineer shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

**8.12 Written Reports.** Engineer shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of such problems, and progress of the Project work.

**8.13 Written Records.** Engineer shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

**8.14 Material and Test Reports.** Engineer shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Engineer shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and District.

**8.15 Review and Response to Submissions.** The Engineer shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The Engineer's review shall take no longer than 10 working days for typical submittals and 15 working days for complicated, multi-discipline review. The Engineer shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the Project.

**8.16 Rejection of Work.** Engineer shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Engineer shall immediately notify the District and contractor(s) of such rejections. Engineer shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed. The Engineer shall not issue orders or responses to RFI's to the Contractor that might commit the District to extra expenses or increase the duration of the Project, or otherwise amend the Construction Documents, without first obtaining the written approval of the District.

**8.17 Substitutions.** Engineer shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Engineer's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.



**8.18 Revised Documents and Drawings.** Engineer shall prepare, at no additional expense to District, all documents and/or drawings made necessary by Engineer's errors and omissions in the originally approved Construction Documents. In addition, the Engineer shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the Engineer and promptly reported to the District and Contractor, but which Engineer failed to do.

**8.19 Change Requests and Material Changes.** Engineer shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Engineer shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Engineer shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Engineer shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Engineer's approval, or submit them to the District with recommendations for revision or denial if necessary. Engineer shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Engineer may order, on its own responsibility and pending District Council approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured.

**8.20 Applications for Payment.** The Engineer shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the Engineer's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The Engineer's certification for payment shall constitute a representation to the District, based on the Engineer's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents and hyperlinking (refer to 8.21) are up to date, and that the Contractor is entitled to payment in the amount certified

**8.21 As-Built Drawings.** The Engineer shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the District upon completion. The Engineer shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date and are properly hyperlinked (if required for Project), based upon the Engineer's observations of the Project. If it appears the as-built documents are not being kept up to date by the Contractor, the Engineer shall recommend to the District, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents. The Engineer will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

**8.22 Final Color and Product Selection.** Engineer shall coordinate final color and product selection with District's original design concept.

**8.23 Substantial Completion.** Engineer shall determine the date of substantial completion, in consultation with the District. For purposes of this Agreement, "Substantial Completion" shall mean the following four (4) conditions have been met:

- A. All contractually required items have been installed with the exception of only minor and incomplete items on the Punch List;
- B. All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card;
- C. All building systems including mechanical, electrical and plumbing are functioning; and,
- D. The Project is fit for occupancy and its intended use.

Once the Engineer has verified the Substantial Completion of the Project, the Engineer shall issue a Certificate of Substantial Completion to the Contractor and the District. Upon the issuance of the Certificate of Substantial Completion, the Engineer shall prepare and submit to DSA, Project Inspector and the District a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The Engineer shall also submit a signed Verified Report to DSA, Project Inspector and the District Representative and District upon any of the following events:

- A. Work on the Project is suspended for a period of more than one month;
- B. The services of the Engineer are terminated for any reason prior to the completion of the Project;
- C. DSA requests a Verified Report.

**8.24 Punch List.** After determining that the Project is substantially complete, Engineer shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Engineer shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Engineer shall also notify District of all Punch List Items. In the event the Contractor does not submit a fully executed Verified Report (if required for the Project) with its proposed Punch List, the Engineer shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the Project is verified by the Engineer and the required Verified Report has been submitted to the District Representative and/or the District for review, the Engineer shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the Project and final payment, and that

all Punch List items must be completed within the duration set forth in the Contract between the District and the Contractor. The District shall also be notified in writing of all Punch List items identified by the Engineer and the Contractor. The Engineer shall notify the District Representative when all Punch List items have been corrected by the Contractor for the District's final acceptance of the Project and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the District and the Contractor, the Engineer shall inform the District of such default and provide the District with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. In the event the approved schedule for the Project has been exceeded due to the fault of the Contractor, the Engineer shall issue a written notice to District Representative, District and the Contractor evaluating the cause of the delay(s) and shall advise the District Representative, District and Contractor of the commencement of liquidated damages under the Contract between the District and Contractor.

8.24.1 The Engineer and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the Engineer, District Representative, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the Engineer approves any final Punch List by the Contractor. As part of the Engineer's Basic Services under this Section, the Engineer shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the Project to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the Engineer. In the event the Engineer and/or its consultants fail to verify that such work has been corrected by the Contractor before the Engineer approves the final Punch-List and such work has in fact not been corrected, the Engineer shall be responsible for performing all the engineering services necessary, at no additional cost to the District, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the District and DSA.

**8.25 Warranties.** Engineer shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Engineer shall coordinate and provide these materials to the District.

**8.26 Certificate of Completion.** Engineer shall participate in any further inspections of the Project necessary to issue Engineer's Certificate of Completion and final certificate for payment. The Engineer shall provide assistance (if applicable) in the utilization of equipment or systems during the commissioning, testing, adjusting and balancing, preparation of operation and maintenance manuals, and training for the District personnel. The Engineer shall assist the District in securing the delivery of any and all applicable documents described in Sections C and D below, to DSA (if applicable for Project) for review prior to issuance of a "Certificate of Completion." The Engineer shall submit all documents prepared by, or in control of, the Engineer to DSA without delay.

8.26.1 During the period the Project is under construction, the Engineer shall certify that the following documents have been submitted to DSA:

- A. Copies of the Project Inspector's semi-monthly reports;
- B. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the Project;
- C. Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and,
- D. All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The Engineer shall notify the District, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the Engineer shall assist the District in obtaining the delivery of the above documents to DSA.

8.26.2 Upon the completion of all construction, including all Punch List items, the Engineer shall assist the District in securing the delivery of the following documents to DSA:

- A. Copy of the Notice of Completion:
- B. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the Engineer, structural engineer, mechanical engineer, and electrical engineer.
- C. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- D. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- E. Weighmaster's Certificate (if required by approved drawings and specifications).
- F. Copies of the signature page of all Addenda as approved by DSA.
- G. Copies of the signature pages of all deferred approvals as approved by DSA.
- H. Copies of the signature pages of all Revisions as approved by DSA.
- I. Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- J. Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

- K. All other items required to obtain Certification of the DSA application.

The Engineer shall notify the District Representative and the District, in writing, if any of the above items are not promptly submitted to the Engineer and/or the District by the responsible parties for submittal to DSA. If necessary, the Engineer shall assist the District in obtaining the above documents for delivery to DSA.

**8.27 Documents for Project Close-Out.** The Engineer shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the Project including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, CDE, and DSA, in a timely manner and ensure proper close-out of the Project. Engineer shall cause all other engineers and other consultants, as may be hired by Engineer, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Engineer shall assist the District in obtaining such documentation from all other engineers or other consultants.

## **9. RECORD DRAWINGS.**

During the record drawings phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

**9.1 Record Drawings and Specifications.** Not later than thirty (30) days after Substantial Completion of the Project, before receipt of final payment, Engineer shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an “as-built” set of Final Working Drawings and Specifications (“Record Drawings and Specifications”). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Engineer shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Engineer by any inspectors and the contractor. Engineer shall not be required to verify any information by physical inspection. Additionally, the Engineer shall, at the Engineer’s expense, prepare a set of reproducible record drawings in an electronic file of the BIM model (if used for Project) showing significant changes in the work made during construction based on the marked-up prints, hyperlinked drawings and other data furnished by the Contractor to the Engineer.

**9.2 Approval.** Once District provides Engineer with specific written approval of the Record Drawings and Specifications, Engineer shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

**9.3 Documents for Final Payment.** Prior to the receipt of Engineer’s final payment, Engineer shall forward to District all of the following: (1) one clear and legible set of

reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; and (4) Engineer's Certificate of Completion.

**10. WARRANTY PERIOD.**

During the warranty period phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

**10.1 Advice.** Engineer shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

**EXHIBIT "B"**

**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

**HOURLY RATE SCHEDULE**

**Personnel**

Principal-----	\$245.00
Senior Engineer-----	\$195.00
Senior Designer-----	\$150.00
Engineer-----	\$140.00
Designer-----	\$130.00
AutoCAD / Drafter-----	\$110.00
Clerical-----	\$75.00

Notes:

- Printing, reproductions, messenger service, and other direct expenses will be invoiced at cost plus ten percent (10%)
- A subconsultant management fee of ten percent (10%) will be added to the direct cost of all subconsultant services to provide for the cost of administrations, consultation, and coordination.
- These hourly rates are effective through June 30, 2020 and may be adjusted after that date to compensate for labor adjustment and other increases in costs. All rate adjustments must be agreed to in writing by the District.

EXHIBIT "C"

CONTRACTOR FINGERPRINTING REQUIREMENTS

---

**Engineer Certification**

With respect to the Agreement dated June 21, 2019 by and between the Anaheim Union High School District ("District") and **AG Design, Inc.** ("Engineer") for the provision of Engineering services, Engineer hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Date

---

**Engineer Exemption**

Pursuant to Education Code section 45122.1, the Anaheim Union High School District ("District") has determined that [INSERT ENGINEER'S NAME] ("Engineer") is exempt from the criminal background check certification requirements for the service Agreement dated \_\_\_\_\_ by and between the District and Engineer ("Agreement") because:

- The Engineer's employees will have limited contact with District students during the course of the Agreement; or
- Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

---



SECOND  
AMENDMENT TO THE AGREEMENT  
BETWEEN THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
TWINING CONSULTING

This Amendment Agreement is made and entered into this 21<sup>st</sup> day of June, 2019, (“Effective Date”), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92803 (“District”), and **Twining Consulting**, 18011 Sky Park Circle Suite J, Irvine, California 92614 (“Consultant”), for Geotechnical Soils Inspections and Material Testing Services.

WHEREAS, the District and Consultant entered into an agreement on August 20, 2015, setting forth the terms and conditions under which the Consultant would perform professional consulting services (“Agreement”), in connection with the District’s facilities and maintenance projects for Geotechnical Soils Inspections and Material Testing Services (“Project” or “Projects”);

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on August 16, 2018;

WHEREAS, the term of the Agreement is from August 20, 2015, to August 20, 2020;

WHEREAS, the Board of Trustees of the District limited the annual expenditures under the agreement not to exceed \$450,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. This Agreement shall increase the not to exceed amount to be paid to the Consultant by \$550,000, for a total not to exceed of \$1,000,000.
2. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT

CONSULTANT

Anaheim Union High School District

Twining Consulting

\_\_\_\_\_  
Jennifer Root, Ed.D.  
Jr. Assistant Superintendent, Business

\_\_\_\_\_  
Edward M. Twining,  
CEO

**Anaheim Union High School District**  
**Oxford Academy New Construction & Modernization**  
 Erickson-Hall Construction Co.

**Amendment No. 1**

Effective April 1, 2019

This Amendment No. 1 shall be incorporated in those certain documents dated May 24, 2018 entitled, "Construction Services Agreement" ("CSA"). The parties desire to amend the CSA as indicated below. Where any Article or portion is amended or superseded, the balance of that Article or portion not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment No.1, taken together with the CSA dated May 24, 2018, represents the new Construction Services Agreement.

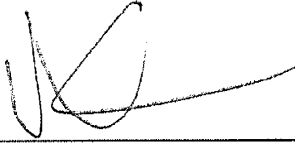
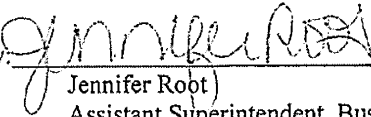
**I. AMEND THE CONSTRUCTION SERVICES AGREEMENT AS FOLLOWS:**

**A. Delete Articles 3.5, 3.6, 3.7, 3.7.1, 3.7.2, 3.8, 3.8.1, 3.8.2, 3.8.3, 3.9, 3.10, and replace with the following:**

- 3.5 Contract Time is 463 Days.
- 3.6 Liquidated Damages for overstaying Lease (Art. 18) is \$3,000.00 per calendar day.
- 3.7 Guaranteed Maximum Price (Art. 5) is \$9,393,128.
  - 3.7.1 Construction Contingency (within GMP) is \$121,393.
  - 3.7.2 Errors and Omissions Contingency (within GMP) is \$121,393.
- 3.8 The only exception to the GMP is Unforeseen Underground Conditions, District Contingency and CTE Grant Upgrades Allowance for Owner requested extras as follows:
  - 3.8.1 District's Contingency (Art. 8) is \$175,495.60. District Contingency is carried outside of the GMP.
  - 3.8.2 Unforeseen Allowance is \$175,495.60. Unforeseen Allowance is carried outside of the GMP.
  - 3.8.3 CTE Grant Upgrades Allowance is \$50,000 and is carried outside of the GMP.
- 3.9 The Contractor's fee for this Project is Four percent (4%) and is included in the GMP.
- 3.10 This Project IS subject to the requirements set forth in the Community Benefits Agreement for Construction Project Work Funded by Measure H ("CBA") approved by the District's Board of Trustees on July 13, 2017.

**End of Amendment No. 1**

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement Amendment as of the day and year first above written.

CONTRACTOR	DISTRICT:
ERICKSON-HALL CONSTRUCTION CO.	ANAHEIM UNION HIGH SCHOOL DISTRICT
By:  Michael Hall Chief Operating Officer Erickson-Hall Construction Co.	By:  Jennifer Root Assistant Superintendent, Business Services

**CHANGE ORDER NO. 1**

(Deductive)

PROJECT: RFP #2018-13 Savanna High School Modernization – Phase 1 (Increments 1 & 2)TO: Erickson-Hall Construction Co.

You are hereby directed to comply with this Change Order.

**DESCRIPTION OF CHANGE: Project Closeout of Phase 1 (Increments 1 & 2)**

Project Savings \$166,354.38 (per CSA 75% to District, 25% to Contractor)  
 District share = \$124,765.79, Contractor share = \$41,588.60  
 Unused Construction Contingency \$68,253  
 Unused E&O Contingency \$23,622

COST (This cost shall be deleted.):

Original contract price:	\$ 5,162,548.80
Change Order amount:	<u>\$ (216,640.79)</u>
New contract price:	\$ 4,945,908.01

TIME FOR COMPLETION:

Original completion date:	107 consecutive calendar days
Time for completion of Change Order:	no change
New completion date:	107 consecutive calendar days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: [Signature]  
Signature

JUSTIN SENNOTT  
Print Name

SR PROJECT MANAGER  
Title

4/6/19  
Date

DISTRICT

By: [Signature]  
Signature

Jennifer Rodi  
Print Name

Asst. Supt. Business  
Title

4/11/19  
Date

ARCHITECT

By: [Signature]  
Signature

JOE LOBASSO  
Print Name

ARCHITECT  
Title

3/27/19  
Date

CHANGE ORDER NO. 1

(Deductive)

PROJECT: Bid #2019-24 Svcamore Junior High School Security Fencing

TO: Red Hawk Services

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: Work Order #1 – Credit for unused Allowance

COST (This cost shall be deleted.):

Original contract price:	<u>\$ 382,763.00</u>
Change Order amount:	<u>\$ (10,000.00)</u>
New contract price:	<u>\$ 372,763.00</u>

TIME FOR COMPLETION:

Original completion date:	<u>90 consecutive calendar days</u>
Time for completion of Change Order:	<u>no change</u>
New completion date:	<u>90 consecutive calendar days</u>

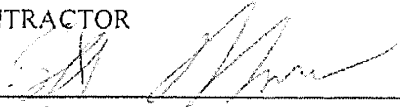
Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By:   
Signature

SCOTT MOORE

Print Name

PARTNER

Title

06/11/2019

Date

DISTRICT

By: \_\_\_\_\_  
Signature

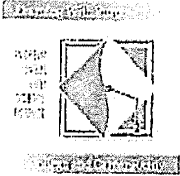
Jennifer Root, Ed.D.

Print Name

Assistant Superintendent, Business

Title

\_\_\_\_\_  
Date



Facilities Planning, Design and Construction  
 501 Crescent Way - P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.3505 Fax: 714.520.5741

Project Name: Sycamore Jr. High School Security Fencing PH I  
 Project Number: 2019-24

P.O. #  
 DSA #: N/A

**Work Order**

To: *Red Hawk Services*  
 262 E. 1<sup>st</sup> Street  
 Perris, CA 92570

Work Order #1

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.

- 1. Provide credit for unused contract allowance. (\$10,000.00)

Not Valid until signed by the Owner.  
 Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, or the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

**COST:**

- Lump Sum (\$10,000.00)  Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material/equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submittal 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 No. \_\_\_\_\_ 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	<i>[Signature]</i>	6/10/19
AUHSD Patricia Neely	<i>[Signature]</i>	4/18/19
Contractor	<i>[Signature]</i>	4/17/19
Architect	<i>[Signature]</i>	4/18/19
Project Manager	<i>[Signature]</i>	4/11/19
IOR	<i>[Signature]</i>	4-17-19

Thursday, April 11, 2019



CHANGE ORDER NO. 1

(Deductive)

PROJECT: Bid #2019-28 Savanna High School Interim Changing Room

TO: IVL Contractors, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: Work Order #1 – COP #1 thru COP #5

COST (This cost shall not be exceeded.):

Original contract price:	\$ <u>188,900.00</u>
Change Order amount:	\$ <u>(22,669.00)</u>
New contract price:	\$ <u>166,231.00</u>

TIME FOR COMPLETION:

Original completion date:	<u>33 consecutive calendar days</u>
Time for completion of Change Order:	<u>no change</u>
New completion date:	<u>33 consecutive calendar days</u>

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: [Signature]  
Signature

Ivan Lopez  
Print Name

President  
Title

6-11-19  
Date

DISTRICT

By: \_\_\_\_\_  
Signature

Jennifer Root, Ed.D.  
Print Name

Assistant Superintendent, Business  
Title

\_\_\_\_\_  
Date

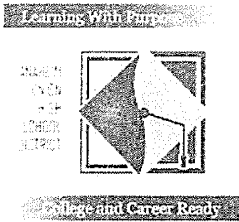
ARCHITECT

By: [Signature]  
Signature

Seung Paek  
Print Name

Architect  
Title

6-12-19  
Date



Facilities Planning, Design and Construction  
 501 Crescent Way ~ P.O. Box 3520  
 Anaheim, CA 92803-3520  
 Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Savanna HS Interim Changing Rooms  
 Project Number: 2019-28

P.O. # M64A0305  
 DSA #: 04-118100

## Work Order

To: *IVL Contractors, Inc.*  
*P.O. Box 866*  
*Rialto, CA 92377*

Work Order # 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COP NO.	DESCRIPTION	AMOUNT	ADD/DEDUCT
1	Install 84 additional ceiling tiles	\$2,835.00	ADD
2	Installation of 24 additional ceiling tiles	\$816.00	ADD
3	Modification to TMP Ramps	\$2,680.00	ADD
4	Delete Allowance from Line Item 3 of SOV	-\$20,000.00	DEDUCT
5	Delete Carpet Material from Scope of Work	-\$9,000.00	DEDUCT
	<b>TOTAL</b>	<b>✓-\$22,669.00</b>	<b>DEDUCT</b>

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, 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 <\$22,669.00>       Not to Exceed \_\_\_\_\_
- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with contract unit prices

**TIME:**

- No Change       Impact unknown at this time       Impact to contract completion date is estimated at \_\_\_\_\_ days
  - Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days \_\_\_\_\_)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business		
AUHSD Patricia Neely		6/12/19
Contractor		6-11-19
Architect		6-12-19
Project Manager		6/12/19
IOR		6-12-19

Wednesday, June 05, 2019

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

Quantity	Description
	N/A

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

Quantity	Description
2	A/V Carts
6	Clamps
27	Computers
1	Dimmer
1	Disc Drive
1	Docking Station
1	Document Camera
1	Docuseal
1	Drill Press
10	Drum Sets (Broken)
1	DVD Player
1	Fax Machine
4	Headsets
1	Hole Punch
1	Internet Box
1	iPad
2	Keyboards
1	Laserdisc
2	Lathes
1	Light Box
28	Monitors
1	Mouse
1	Network Device
1	Oven
11	Projectors
3	Sanders
2	Saws
1	Sound System
1	Speaker
23	Spot Lights
1	Storage/Sea Container (40')
1	Switch
2	Televisions
2	VCR's

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

**EXHIBIT DDD**

<b>Description</b>	<b>Quantity</b>	<b>Publication Date</b>	<b>General Condition</b>	<b>Reason For Disposition</b>	<b>Compliant Y/N</b>
<b>Biology</b>					
Biology TE	1	Outdated	Fair	Obsolete	No To Be Sold
The Dynamics of Life	2	Outdated	Fair	Obsolete	No To Be Sold
<b>Chemistry</b>					
Chemistry	41	Outdated	Fair	Obsolete	No To Be Sold
<b>Economics</b>					
Economics	1	Outdated	Fair	Obsolete	No To Be Sold
<b>Geography</b>					
World Geography	1	Outdated	Fair	Obsolete	No To Be Sold
<b>Health</b>					
Life Skills	2	Outdated	Fair	Obsolete	No To Be Sold
<b>History</b>					
World History	112	Outdated	Fair	Obsolete	No To Be Sold
<b>Library</b>					
Library Books	3186	Outdated	Fair	Obsolete	No To Be Sold
<b>Math</b>					
Algebra	158	Outdated	Fair	Obsolete	No To Be Sold
Algebra 2	1	Outdated	Fair	Obsolete	No To Be Sold
Calculus	35	Outdated	Fair	Obsolete	No To Be Sold
Geometry	1	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math	210	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 1	5	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 2	1	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 3	91	Outdated	Fair	Obsolete	No To Be Sold
Math1	25	Outdated	Fair	Obsolete	No To Be Sold
Math 2	38	Outdated	Fair	Obsolete	No To Be Sold
Math 3	433	Outdated	Fair	Obsolete	No To Be Sold
Math Readiness	5	Outdated	Fair	Obsolete	No To Be Sold
Practical Math	1	Outdated	Fair	Obsolete	No To Be Sold
<b>Science</b>					
Earth Science	93	Outdated	Fair	Obsolete	No To Be Sold
Life Science	161	Outdated	Fair	Obsolete	No To Be Sold
Life Science TE	1	Outdated	Fair	Obsolete	No To Be Sold
Physical Science	11	Outdated	Fair	Obsolete	No To Be Sold
Science Explorer	6	Outdated	Fair	Obsolete	No To Be Sold
Science Spectrum	21	Outdated	Fair	Obsolete	No To Be Sold

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

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.					**If not sold, will be destroyed.

**DONATIONS**

**EXHIBIT E E**

**June 20, 2019**

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Color and Light 19 <sup>th</sup> Annual Student Art and Photography Exhibition	Anaheim Hills Auxiliary Assistance League of Anaheim	\$500
AUHSD Visual and Performing Arts Program	Philharmonic Society of Orange County	Musical Instruments, and Chamber Ensemble Sheet Music

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1596	5 DOLLAR SCHOOL TEES	595.69	595.69	0168489810 4310	GIL/TUPE COHORT M (2018-20) / INSTRUCTIONAL
M64R1570	AARDVARK CLAY AND SUPPLIES INC	258.03	258.03	0120005010 4310	ANAHEIM/ART/INSTR / INSTRUCTIONAL MATL &
M64R1765	AARDVARK CLAY AND SUPPLIES INC	5,651.76	160.82	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
			5,490.94	0153386010 4410	TITLE IV - SAAE (VAPA) / EQUIPMENT -
M64R1815	ABC SCHOOL EQUIPMENT INC	5,496.98	5,496.98	0121381010 4410	WE/ECIA TITLE I/INSTRUCTI / EQUIPMENT -
M64R1739	ABLENET INC.	229.61	229.61	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
M64A0323	ACEVES, ANTHONY	200.00	200.00	0153000910 5810	SP PR/LCFF-SUPPLEMENTAL /
M64T0652	ACUATIVE CORP.	388.92	388.92	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
M64T0611	ADORAMA	5,562.06	5,562.06	0140385010 4310	SO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
M64S0166	ADVANTAGE WEST INVESTMENT ENTE	4,087.22	4,087.22	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64R1561	AERIES SOFTWARE INC	250.00	250.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
M64S0159	AIRSUPPLY TOOLS INC.	322.71	322.71	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64S0163	AIRSUPPLY TOOLS INC.	913.89	913.89	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64S0171	AIRSUPPLY TOOLS INC.	633.57	633.57	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64T0588	AIRWOLF 3D	5,387.50	5,387.50	0117432010 4410	CTE INCENTIVE GRANT/INST / EQUIPMENT -
M64R1636	ALLIED SUPPLY CORP	7,904.00	7,904.00	01102330081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64C0132	ALONTI CAFE AND CATERING	565.40	565.40	0124918510 4390	LO/INFLEXION (RRP)/INSTR / MEETING EXPENSE -
M64R1606	AMERICAN COUNCILS FOR INTERNAT	592.20	592.20	0127591510 4310	KE/LOCAL GRANTS/GIFTS/INSTR / INSTRUCTIONAL
M64C0153	AMERICAN MARKETING PROMOTIONS	620.03	310.01	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
			310.02	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
M64R1550	AMERICAN MARKETING PROMOTIONS	2,888.01	2,888.01	0102000572 4319	SUPT/SPECIAL PROJECTS BUDGET /
M64R1796	ANAHEIM COMMUNITY SERVICES	1,344.00	1,344.00	0153386010 5620	TITLE IV - SAAE (VAPA) / RENTALS/OPERATING
M64R1634	ANAHEIM CONVENTION CENTER	200.00	200.00	0153508140 5620	COLOR AND LIGHT / RENTALS/OPERATING LEASES
M64A0314	ANAHEIM ELEMENTARY SCHOOL DIST	7,158.08	7,158.08	0163452010 5100	EL/BIL TCHR PD-BECOME (BTDPDP) /

**EXHIBIT**



**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64A0324	ANAHEIM HIGH SCHOOL	8,985.00	8,985.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
M64C0148	ANIXTER	571.08	571.08	0110236081 5880	MAINTENANCE/LOCKS/MO / OTHER OPERATING
M64R1607	ANSDELL PIANO	4,100.00	4,100.00	0153386010 4410	TITLE IV - SAAE (VAPA) / EQUIPMENT -
M64R1567	AP BY THE SEA	1,690.00	1,690.00	0125381010 5210	KA/ECIAI/INSTR / TRAVEL AND CONFERENCE
M64R1635	AP BY THE SEA	795.00	795.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
M64T0630	APEX AUDIO	1,988.08	1,988.08	0125381110 4410	KA/TITLE I PARENTING / EQUIPMENT -
M64T0583	APPLE INC	8,230.12	8,230.12	0142385010 4410	OX/TITLE IV/INSTR / EQUIPMENT -
M64T0584	APPLE INC	3,430.76	3,430.76	0142385010 4310	OX/TITLE IV/INSTR / INSTRUCTIONAL MATL &
M64T0593	APPLE INC	18,802.37	18,802.37	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
M64T0607	APPLE INC	406.17	406.17	0119159511 4310	SYS/ACCOUNTS RECEIVABLE / INSTRUCTIONAL
M64T0612	APPLE INC	406.17	406.17	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR /
M64T0614	APPLE INC	2,203.78	2,203.78	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR /
M64T0616	APPLE INC	19,619.93	17,249.93	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
			2,370.00	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0618	APPLE INC	85.12	85.12	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
M64T0624	APPLE INC	1,446.39	1,446.39	0172172083 4410	SAFE SCHOOLS / EQUIPMENT - NON-CAPITALIZED
M64T0626	APPLE INC	4,069.35	4,069.35	0120487010 4410	MULTIMEDIA COMPUTER TECH/INSTR / EQUIPMENT
M64R1557	APSI	775.00	775.00	0120381010 5210	ANAHEIM/ECIAI/INSTR / TRAVEL AND
M64R1580	ARAMARK SPORTS AND ENTERTAINME	1,175.40	1,175.40	0153508140 4390	COLOR AND LIGHT / MEETING EXPENSE - FOOD
M64R1647	ARAMARK SPORTS AND ENTERTAINME	12,489.31	12,489.31	0115115010 4390	EDUCATION/INSTR / MEETING EXPENSE - FOOD
M64R1795	ARAMARK SPORTS AND ENTERTAINME	651.91	651.91	0115115010 4390	EDUCATION/INSTR / MEETING EXPENSE - FOOD
M64R1540	ARBOR SCIENTIFIC	301.95	301.95	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
M64R1554	ARBOR SCIENTIFIC	612.84	612.84	0127032010 4310	KE/BIOLOGY/INSTR / INSTRUCTIONAL MATL &
M64R1724	ARBOR SCIENTIFIC	3,388.15	2,606.96	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1724	*** CONTINUED ***				
M64R1726	ARBOR SCIENTIFIC	1,069.68	781.19	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R1522	ARMBRUSTER, DAVID	441.78	1,069.68	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR /
M64R1523	ARMBRUSTER, DAVID	415.92	441.78	0120489810 4310	AN/TUPE-COHORT M (2018-20) / INSTRUCTIONAL
M64R1524	ARMBRUSTER, DAVID	407.30	415.92	0120489810 4310	AN/TUPE-COHORT M (2018-20) / INSTRUCTIONAL
M64R1555	ART SUPPLY WAREHOUSE	1,719.61	407.30	0120489810 4310	AN/TUPE-COHORT M (2018-20) / INSTRUCTIONAL
M64R1757	ART SUPPLY WAREHOUSE	275.99	1,719.61	0140385010 4310	SO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
M64R1673	ATKINSON ANDELSON LOYA RUUD	198.00	275.99	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
M64R1754	ATKINSON ANDELSON LOYA RUUD	198.00	198.00	0104104072 5210	CERT HR/GENL.ADM / TRAVEL AND CONFERENCE
M64R1533	ATTAINMENT CO. INC.	133.05	198.00	0104104072 5210	CERT HR/GENL.ADM / TRAVEL AND CONFERENCE
M64R1787	ATTAINMENT CO. INC.	534.44	133.05	0128257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
M64A0318	ATVANTAGE LLC	13,000.00	399.75	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
M64R1728	AUDIO DYNAMIX INC	3,025.62	134.69	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
M64T0604	AUDIO DYNAMIX INC	7,213.22	13,000.00	0115115010 5805	EDUCATION/INSTR / INSTRUCTIONAL PROF
M64T0632	AUDIO VISUAL INNOVATIONS INC	3,205.56	3,025.62	0120000910 4410	AN/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0635	AUDIO VISUAL INNOVATIONS INC	3,205.56	7,213.22	0135000910 6490	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0639	AUDIO VISUAL INNOVATIONS INC	3,846.68	3,205.56	0123000910 4410	SA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0655	AUDIO VISUAL INNOVATIONS INC	2,349.00	3,205.56	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64A0308	AUGUSTIN EGELSEE LLP	15,000.00	3,846.68	0168000910 4410	GH/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R1563	AUHSD	263.00	2,349.00	01110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64R1604	AVANT ASSESSMENT LLC.	437.50	15,000.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
M64R1566	AVID CENTER	2,475.00	263.00	0123000910 4390	SA/LCFF-CONCENTRATION/INSTR / MEETING
			437.50	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
			2,475.00	0124381010 5210	LO/TITLE I/INSTRUCTIONAL / TRAVEL AND

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1619	AVID CENTER	1,650.00	1,650.00	0135000910 5210	DA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
M64R1742	AVID CENTER	59.28	59.28	0125545010 4310	KA/AVID DESTINATION GRADUATION /
M64R1744	AVID CENTER	4,125.00	4,125.00	0163379010 5210	TITLE IIIA / LIMITED ENG PROF / TRAVEL AND
M64R1751	AVID CENTER	2,475.00	2,475.00	0123381010 5210	SA/TITLE I/INSTR / TRAVEL AND CONFERENCE
M64R1764	AVID CENTER	150.00	150.00	0122000910 5210	MA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
M64R1537	AWARDS BY PAUL	274.76	274.76	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR /
M64R1551	AWARDS BY PAUL	233.82	233.82	0120405010 4310	TRANSP GRANT/INSTR / INSTRUCTIONAL MATL &
M64R1670	AWARDS BY PAUL	362.04	362.04	0111700921 4320	IS/SUPPLEMENTAL & CONCENTRATED / OTHER
M64R1763	AWARDS BY PAUL	5,448.78	5,448.78	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
M64X0456	AWARDS BY PAUL	500.00	500.00	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC
M64T0585	B AND H PHOTO VIDEO INC	161.61	161.61	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64T0586	B AND H PHOTO VIDEO INC	8,871.05	4,660.89	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR /
			4,210.16	0123000910 4410	SA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0592	B AND H PHOTO VIDEO INC	19,289.99	9,754.16	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
			9,535.83	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
M64T0601	B AND H PHOTO VIDEO INC	1,361.56	609.90	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
			751.66	0168000910 4410	GI/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0609	B AND H PHOTO VIDEO INC	354.85	354.85	0147400010 4310	HOPE/MANDATED 1-TIME FUNDS/INS /
M64T0622	B AND H PHOTO VIDEO INC	429.06	429.06	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
M64T0625	B AND H PHOTO VIDEO INC	245.31	34.62	0138400010 4310	BA/MANDATED 1-TIME FUNDS/INSTR /
			210.69	0138400010 4320	BA/MANDATED 1-TIME FUNDS/INSTR / OTHER
M64T0646	B AND H PHOTO VIDEO INC	1,975.76	125.22	0131381010 4310	BR/ECIAI/INSTR / INSTRUCTIONAL MATL &
			1,850.54	0131385010 4410	BR/TITLE IV/INSTR / EQUIPMENT -
M64T0647	B AND H PHOTO VIDEO INC	1,829.60	1,829.60	0131000910 4410	BR/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R1626	B AND M LAWN AND GARDEN INC	1,939.33	1,939.33	01112220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1627	B AND M LAWN AND GARDEN INC	3,006.19	3,006.19	01111220081 4410	OPERATIONS - GENERAL / EQUIPMENT -
M64R1732	B AND M LAWN AND GARDEN INC	591.55	591.55	0110908081 4410	M&O/USE OF FACILITY/ATHLETIC / EQUIPMENT -
M64R1749	B AND M LAWN AND GARDEN INC	452.39	452.39	0137000081 4347	SY/MO / OPERATIONS SUPPLIES - MISC
M64R1562	BACH COMPANY, THE	539.05	539.05	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR /
M64R1727	BACH COMPANY, THE	982.85	982.85	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR /
M64R1693	BARKSHIRE LASER LEVELLING INC	3,000.00	3,000.00	0148220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
M64R1571	BARNES AND NOBLE	2,479.33	2,479.33	0163379010 4210	TITLE IIIA / LIMITED ENG PROF / BOOKS AND
M64R1674	BARNES AND NOBLE	383.91	383.91	0120000910 4210	AN/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1675	BARNES AND NOBLE	335.53	206.66	0127000910 4210	KE/LCFF-CONCENTRATION/INSTR / BOOKS AND
			128.87	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR /
M64R1676	BARNES AND NOBLE	371.49	371.49	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1678	BARNES AND NOBLE	283.43	283.43	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1680	BARNES AND NOBLE	283.43	283.43	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1681	BARNES AND NOBLE	283.43	283.43	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1682	BARNES AND NOBLE	283.43	283.43	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1690	BARNES AND NOBLE	340.18	340.18	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1691	BARNES AND NOBLE	300.62	300.62	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1692	BARNES AND NOBLE	447.45	447.45	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1695	BARNES AND NOBLE	314.43	314.43	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1696	BARNES AND NOBLE	487.24	487.24	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1705	BARNES AND NOBLE	300.62	300.62	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1706	BARNES AND NOBLE	125.83	125.83	0161000910 4210	PO/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1707	BARNES AND NOBLE	120.37	120.37	0161000910 4210	PO/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1769	BARNES AND NOBLE	517.20	517.20	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1747	BENNETT, MIKE	230.85	230.85	0135177072 5230	RISK MGMNT/GENERAL ADMIN / REIMBURSABLE
M64R1545	BEST BUY FOR BUSINESS	1,118.58	566.77	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
			551.81	0168000010 4410	GI SOUTH/INSTR / EQUIPMENT - NON-CAPITALIZED
M64T0603	BEST BUY FOR BUSINESS	333.14	333.14	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
M64R1530	BLICK ART MATERIALS LLC	577.40	577.40	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
M64R1532	BLICK ART MATERIALS LLC	457.66	457.66	0124005010 4310	LOARA/ART/INSTR / INSTRUCTIONAL MATL &
M64R1702	BLICK ART MATERIALS LLC	3,447.79	2,686.54	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
			761.25	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R1703	BLICK ART MATERIALS LLC	1,369.24	1,369.24	0121385010 4310	WE/TITLEIV/INSTR / INSTRUCTIONAL MATL &
M64R1704	BLICK ART MATERIALS LLC	1,889.10	1,889.10	0142005010 4310	OXFORD/ART/INSTR / INSTRUCTIONAL MATL &
M64R1758	BLICK ART MATERIALS LLC	3,682.57	3,682.57	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
M64R1761	BLICK ART MATERIALS LLC	2,953.29	2,953.29	0153386010 4320	TITLE IV - SAAE (VAPA) / OTHER OFFICE/MISC
M64R1766	BLICK ART MATERIALS LLC	1,237.75	1,237.75	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
M64R1794	BLICK ART MATERIALS LLC	187.04	187.04	0168385010 4310	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL &
M64R1797	BLICK ART MATERIALS LLC	1,528.85	1,528.85	0131385010 4310	BR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
M64C0133	BLUE RIBBON NURSERY AND LANDSC	474.10	474.10	0128591510 4310	CY/LOCAL GRANT & GIFT / INSTRUCTIONAL MATL
M64T0589	BODNO LLC	3,986.75	737.01	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
			3,249.74	0168000910 4410	GI/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R1730	BONDED CLEANERS	694.20	694.20	0128007081 5560	CY/INS MUS/INSTR / LAUNDRY
M64R1549	BOOK SYSTEMS INC	68.19	68.19	0131000024 4315	BR/L M T / LIBRARY/MEDIA/TECH SUPPLIES
M64C0151	BOOMERANG PROJECT	2,295.00	2,295.00	0122381010 5210	MA/ECIA1/INSTR / TRAVEL AND CONFERENCE
M64C0142	BREA ORANGE COUNTY PLUMBING HE	3,081.00	3,081.00	0120239081 5610	ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S
M64X0455	BRIDGEPORT GOLF CARS	10,000.00	10,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
M64R1746	BROAD, TERA	50.00	50.00	0123177072 5230	RISK MANAGEMENT/GEN ADMIN /
M64R1547	BSN SPORTS	178.51	178.51	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL &

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1759	BSN SPORTS	2,599.38	2,599.38	0120025040 4410	ANAHEIM/ASB/ANCIL / EQUIPMENT -
M64C0146	BUDDY'S ALL STARS INC	2,100.00	2,100.00	0128028010 4310	CY/ATHLET/INSTR / INSTRUCTIONAL MATL &
M64S0172	BUDDY'S ALL STARS INC	586.16	586.16	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64C0125	BUSWEST LLC	863.97	863.97	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT /
M64A0316	CALIFORNIA DEPARTMENT OF EDUC.	9,895.90	9,895.90	0100439500 8590	AFTER SCH ED/SAFETY (ASES) / ALL OTHER STATE
M64R1651	CALIFORNIA DEPARTMENT OF EDUC.	3,000.00	3,000.00	0113113036 5210	TRANS/REG-ED/TRANSPORTATION / TRAVEL AND
M64A0309	CALIFORNIA SPECIAL NEEDS LAW G	3,830.00	3,830.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
M64C0152	CALIFORNIANS TOGETHER	350.19	350.19	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
M64R1605	CAPITAL STREETSCAPES LLC	1,028.36	1,028.36	0102102172 4320	SUPT/DISTRICT BRANDING/OTR ADM / OTHER
M64R1573	CAROLINA BIOLOGICAL SUPPLY CO.	1,411.57	1,411.57	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
M64R1725	CAROLINA BIOLOGICAL SUPPLY CO.	2,493.02	2,493.02	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1785	CAROLINA BIOLOGICAL SUPPLY CO.	228.01	228.01	0127033010 4310	KE/INTSCH/INSTR / INSTRUCTIONAL MATL &
M64R1786	CAROLINA BIOLOGICAL SUPPLY CO.	343.93	343.93	0127000810 4310	KE/LCFF-SUPPLEMENTAL/INSTR / INSTRUCTIONAL
M64R1790	CAROLINA BIOLOGICAL SUPPLY CO.	1,634.92	1,634.92	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR /
M64R1583	CASCIO INTERSTATE MUSIC	103.33	103.33	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR /
M64T0595	CDW GOVERNMENT INC.	86,941.83	86,941.83	0108000877 4310	INFORMATION SERVICES/DP / INSTRUCTIONAL
M64T0596	CDW GOVERNMENT INC.	2,088.21	2,088.21	0105105072 4410	CLASS HR/GENL ADM / EQUIPMENT -
M64T0634	CDW GOVERNMENT INC.	8,586.48	8,586.48	0123000910 4410	SA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0636	CDW GOVERNMENT INC.	3,393.35	3,393.35	0115115021 4410	EDUCATION/SUPV INST / EQUIPMENT -
M64T0637	CDW GOVERNMENT INC.	1,431.08	1,431.08	0117432010 4410	CTE INCENTIVE GRANT/INST / EQUIPMENT -
M64T0658	CDW GOVERNMENT INC.	1,884.33	1,884.33	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
M64R1572	CENGAGE LEARNING	1,109.83	1,109.83	0123381010 4210	SA/TITLE I/INSTR / BOOKS AND REFERENCE
M64R1662	CENGAGE LEARNING	1,348.24	1,348.24	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1684	CENGAGE LEARNING	956.28	956.28	0121381010 4310	WE/CIA TITLE I/INSTRUCTI / INSTRUCTIONAL

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1688	CENGAGE LEARNING	1,597.94	1,597.94	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
M64R1689	CENGAGE LEARNING	4,016.39	4,016.39	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
M64R1700	CENGAGE LEARNING	382.69	382.69	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL
M64R1701	CENGAGE LEARNING	1,530.04	1,530.04	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL
M64R1708	CENGAGE LEARNING	1,173.13	1,173.13	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
M64R1603	CITY OF ANAHEIM	2,408.00	2,408.00	0122028010 5805	MA/ATHLET/INSTR / INSTRUCTIONAL PROF
M64T0659	COGNITIVE SYSTEMS INCORPORATED	4,740.00	4,740.00	0111222081 5880	OPERATIONS - GROUNDS / OTHER OPERATING
M64T0657	COGNITO LLC	787.20	787.20	0115115021 5880	EDUCATION/SUPV INST / OTHER OPERATING
M64R1715	COLLEGE BOARD	400.00	400.00	0115115010 5310	EDUCATION/INSTR / DUES AND MEMBERSHIPS
M64C0157	CONTAINER ALLIANCE	370.66	370.66	0124230081 5620	LOARA/GENERAL/MO / RENTALS/OPERATING
M64A0313	CULVER NEWLIN	1,799.86	1,799.86	0120336010 4410	ANAHEIM/ROTC/INSTR / EQUIPMENT -
M64A0335	CULVER NEWLIN	603.18	603.18	0107107072 4410	ACCTG /GENL ADM / EQUIPMENT -
M64A0338	CULVER NEWLIN	687.88	687.88	2620731185 4310	ANA/BOND SERIES 2018 - MEAS H /
M64R1569	CULVER NEWLIN	209.47	209.47	01102330081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC
M64A0326	CYPRESS HIGH SCHOOL	10,183.00	10,183.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
M64C0155	DARTCO TRANSMISSION SALES SVC	7,860.36	7,860.36	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT /
M64R1664	DEERE AND COMPANY	11,501.05	11,501.05	0111220081 6490	OPERATIONS - GENERAL / EQUIPMENT - OTHER
M64R1527	DEMCO INC	125.07	125.07	0168001024 4315	GIL SOUTH/MEDIA-LIBRARY /
M64S0162	DEMCO INC	205.84	205.84	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64C0147	DEMO PLUS	15,500.00	15,500.00	0125220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
M64R1620	DEMO PLUS	900.00	900.00	2527710085 6221	KE/DEV FEES/ACQ / BUILDING PORTABLE
M64R1741	DEXT TECHNOLOGIES USA	1,512.56	1,512.56	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1594	DISPLAYS4SALE	3,687.64	3,687.64	0125385010 4410	KA/TITLE IV/INSTR / EQUIPMENT -
M64R1600	DUMBELL MAN FITNESS EQUIPMENT,	2,284.11	2,284.11	0124381010 4410	LO/TITLE I/INSTRUCTIONAL / EQUIPMENT -

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64C0140	ECONOMY RENTALS INC	258.79	258.79	0120000910 5620	AN/LCFF-CONCENTRATION/INSTR /
M64R1574	EDUCATIONAL INNOVATIONS INC	176.57	176.57	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
M64T0582	EIDIM AV TECHNOLOGY	2,197.26	2,197.26	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
M64R1593	EMERGENCYKITS.COM	1,837.46	1,837.46	0168400010 4310	GIL/MANDATED I-TIME FUNDS/INST /
M64R1740	ENABLING DEVICES	219.26	219.26	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
M64T0654	EVREX CORPORATION	1,195.00	1,195.00	0115115021 5610	EDUCATION/SUPV INST / REPAIRS/MAINT - O/S
M64T0656	FARONICS TECHNOLOGIES USA INC	7,493.76	7,493.76	0153385021 5880	SP/TITLE IV,PART A/SUPV INSTR / OTHER
M64R1632	FERGUSON ENTERPRISES INC	774.72	774.72	0125239081 4410	KA/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
M64R1653	FERREE'S TOOLS INC.	2,024.07	2,024.07	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64C0145	FLEET SERVICES INC	601.87	601.87	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT /
M64R1548	FLINN SCIENTIFIC INC	2,579.07	1,815.23	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
			763.84	0128030010 4410	CYPRESS/BIOLOGY/INSTRUCTIONAL / EQUIPMENT
M64R1737	FLINN SCIENTIFIC INC	8,954.74	7,864.85	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR /
			1,089.89	0127000910 4410	KE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R1738	FLINN SCIENTIFIC INC	4,264.19	1,023.24	0127030510 4310	KE/IB BIOLOGY/INSTR / INSTRUCTIONAL MATL &
			2,463.75	0127032010 4310	KE/BIOLOGY/INSTR / INSTRUCTIONAL MATL &
			777.20	0127035010 4310	KE/PHYSICS/INSTR / INSTRUCTIONAL MATL &
M64R1771	FLINN SCIENTIFIC INC	4,294.20	4,294.20	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1781	FLINN SCIENTIFIC INC	183.35	183.35	0120032010 4310	ANAHEIM/SCIENCE/INSTR / INSTRUCTIONAL MATL
M64R1788	FLINN SCIENTIFIC INC	537.22	537.22	0120110810 4310	AN/LCFF-ILC/INSTR / INSTRUCTIONAL MATL &
M64R1789	FLINN SCIENTIFIC INC	392.55	392.55	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
M64R1821	FLINN SCIENTIFIC INC	1,487.73	747.20	0137385010 4310	SY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			740.53	0137385010 4410	SY/TITLE IV/INSTR / EQUIPMENT -
M64R1822	FLINN SCIENTIFIC INC	1,257.50	377.29	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL
			880.21	0124381010 4410	LO/TITLE I/INSTRUCTIONAL / EQUIPMENT -



**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1618	FOLLETT SCHOOL SOLUTIONS INC.	3,243.98	3,243.98	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1768	FOUNDATION FOR EDUCATIONAL	1,850.00	1,850.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
M64A0325	GILBERT HIGH SCHOOL	2,396.00	2,396.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
M64R1597	GLASBY MAINTENANCE SUPPLY CO.	332.75	332.75	0131595010 4310	BR/SHORT STAY/SCHL ADMIN / INSTRUCTIONAL
M64S0161	GLASBY MAINTENANCE SUPPLY CO.	276.96	276.96	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64R1697	GOLDEN STATE PAVING CO INC	2,800.00	2,800.00	0124238081 5610	LOARA/PAVING/MO / REPAIRS/MAINT - O/S
M64A0320	GOVERNMENT FINANCIAL STRATEGIE	45,000.00	45,000.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
M64R1565	GRAINGER	2,227.45	2,227.45	0120000981 4410	AN/LCFF/M & O / EQUIPMENT - NON-CAPITALIZED
M64T0581	GRAINGER	2,150.69	2,150.69	0168000910 4410	GI/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64T0633	GUITAR CENTER PROFESSIONAL	446.09	446.09	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR /
M64T0660	GUITAR CENTER PROFESSIONAL	645.42	645.42	0121385010 4410	WE/TITLEIV/INSTR / EQUIPMENT -
M64R1750	GYM FLOOR RESOURCE LLC	157.13	157.13	0137000081 4347	SY/MO / OPERATIONS SUPPLIES - MISC
M64R1589	HIGHLAND PRODUCTS GROUP LLC	2,948.57	2,405.25	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
			543.32	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R1756	HOME ECONOMICS EDUCATION	460.00	460.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
M64C0149	HONORS GRADUATION LLC	4,724.92	4,724.92	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER
M64R1575	HOUGHTON MIFFLIN HARCOURT	211.49	211.49	0131261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64R1655	ICS SERVICE CO.	972.48	972.48	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
M64R1657	ICS SERVICE CO.	1,176.00	1,176.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
M64T0661	INNOVATIVE SYSTEMS	874.14	874.14	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
M64R1767	INSTITUTE FOR EDUCATIONAL LEAD	1,932.50	327.50	0115000810 5210	ED SERVICES/LCAP/INSTR / TRAVEL AND
			1,605.00	0115000821 5210	ED/LCFF/INSTR SUPRV & ADMIN / TRAVEL AND
M64R1579	INTELESYSONE INC.	1,248.44	1,248.44	014400010 4310	LEX/INSTR / INSTRUCTIONAL MATL & SUPPLIES
M64S0168	J. THAYER COMPANY INC.	545.97	545.97	0100000000 BLANK	GEN FUND/INC & BALANCE SHEET /

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1770	J.W. PEPPER AND SON INC.	701.53	701.53	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1776	J.W. PEPPER AND SON INC.	1,154.06	1,154.06	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1777	J.W. PEPPER AND SON INC.	4,556.34	4,556.34	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
M64R1602	JART DIRECT MAIL SERVICE	5,633.71	5,633.71	0115000921 5910	IS/LCFF-CONCENTRATION/INST SUP / MAILING
M64R1643	JOHNSON AND WALES UNIVERSITY	595.00	595.00	0117432010 5210	CTE INCENTIVE GRANT/INST / TRAVEL AND
M64R1621	JOHNSON CONTROLS	3,589.46	3,589.46	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
M64R1661	JORGENSEN INDUSTRIAL COMPANIES	2,336.20	2,336.20	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL
M64R1616	JUNIOR LIBRARY GUILD	2,646.34	2,646.34	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1617	JUNIOR LIBRARY GUILD	1,285.54	1,285.54	0121381010 4310	WE/ECA TITLE I/INSTRUCTI / INSTRUCTIONAL
M64R1648	JUNIOR LIBRARY GUILD	3,319.76	3,319.76	0124000910 4210	LO/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1650	JUNIOR LIBRARY GUILD	5,355.98	5,355.98	0131381010 4210	BR/ECA I/INSTR / BOOKS AND REFERENCE
M64A0327	KATELLA HIGH SCHOOL	7,787.00	7,787.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
M64R1716	KATELLA HIGH SCHOOL	160.01	160.01	0125595027 5880	KA/SHORT STAY VISITS/SCHL ADM / OTHER
M64A0328	KENNEDY HIGH SCHOOL	8,386.00	8,386.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
M64R1591	KOREAN AMERICAN EDUCATION FOUN	1,080.00	1,080.00	0127591510 5805	KE/LOCAL GRANTS/GIFTS/INSTR / INSTRUCTIONAL
M64C0158	KUSTOM IMPRINTS	594.24	594.24	0117909510 4320	ED/SUMMER INTERNSHIP-AIM/INSTR / OTHER
M64R1669	KUSTOM IMPRINTS	778.05	778.05	0131489810 4310	BR/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
M64R1814	LAKESHORE CURRICULUM	88.29	88.29	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL &
M64A0336	LARSON, SCOTT	5,500.00	5,500.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
M64T0662	LASER CLASSROOM	4,471.23	860.40	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
			3,610.83	0135385010 4310	DA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
M64R1564	LEADERSHIP INSPIRATIONS	3,000.00	3,000.00	0123400010 5880	SA/MANDATED 1-TIME FUNDS/INSTR / OTHER
M64R1615	LECTORUM PUBLICATIONS INC	12,871.57	12,871.57	0102000572 4210	SUPT/SPECIAL PROJECTS BUDGET / BOOKS AND
M64R1779	LIBERTY PAPER	16,147.85	16,147.85	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1762	LIBRARY STORE INC., THE	185.08	185.08	0122000024 4315	MA/L M T / LIBRARY/MEDIA/TECH SUPPLIES
M64R1778	LIBRARY STORE INC., THE	411.09	411.09	0122000910 4310	MA/LCFFF-CONCENTRATION/INSTR /
M64T0640	LIGHTWERKS COMMUNICATION	534.44	534.44	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR /
M64T0641	LIGHTWERKS COMMUNICATION	400.83	400.83	0168000910 4310	GI/LCFFF-CONCENTRATION/INSTR /
M64T0605	LITTLE FOX ONLINE	180.00	180.00	0147000910 5880	HOPE/LCFF-CONCENTRATION/INSTR / OTHER
M64A0329	LOARA ASB	8,386.00	8,386.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
M64R1598	LONE STAR PERCUSSION	11,579.93	5,777.58	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			5,802.35	0120385010 4410	AN/TITLE IV/INSTR / EQUIPMENT -
M64R1639	LONG BEACH USD	775.00	775.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
M64R1672	LONG BEACH USD	2,325.00	2,325.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
M64A0334	LOZANO SMITH LLP	10,000.00	10,000.00	0106106072 5821	BUSINESS/GENL ADM / LEGAL FEES
M64R1588	MACKIN LIBRARY MEDIA	299.11	299.11	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
M64R1609	MACKIN LIBRARY MEDIA	2,612.58	2,612.58	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1610	MACKIN LIBRARY MEDIA	3,000.00	3,000.00	0120000910 4210	AN/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1611	MACKIN LIBRARY MEDIA	2,844.34	2,844.34	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1612	MACKIN LIBRARY MEDIA	816.28	816.28	0131000910 4210	BR/LCFFF-CONCENTRATION/INSTR / BOOKS AND
M64R1613	MACKIN LIBRARY MEDIA	1,844.29	1,844.29	0120000910 4210	AN/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1623	MACKIN LIBRARY MEDIA	1,717.03	1,717.03	0121381010 4210	WE/ECIA TITLE I/INSTRUCTI / BOOKS AND
M64R1624	MACKIN LIBRARY MEDIA	67.51	67.51	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1628	MACKIN LIBRARY MEDIA	1,218.53	1,218.53	0124381010 4210	LO/TITLE I/INSTRUCTIONAL / BOOKS AND
M64R1638	MACKIN LIBRARY MEDIA	9,225.51	9,225.51	0102000572 4210	SUPT/SPECIAL PROJECTS BUDGET / BOOKS AND
M64R1641	MACKIN LIBRARY MEDIA	4,644.02	4,644.02	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
M64R1645	MACKIN LIBRARY MEDIA	1,078.48	1,078.48	0131000910 4210	BR/LCFFF-CONCENTRATION/INSTR / BOOKS AND
M64A0330	MAGNOLIA HIGH SCHOOL	5,990.00	5,990.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1644	MAGNOLIA HIGH SCHOOL	403.24	403.24	0117915510 5880	IS/STEAM-A-PALOOZA/INSTR / OTHER OPERATING
M64S0165	MAINTEX INC.	4,769.55	4,769.55	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64S0170	MAINTEX INC.	5,490.20	5,490.20	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64R1595	MARKER MAN, THE	1,053.20	1,053.20	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR /
M64R1699	MC DOWELL CRAIG	548.88	548.88	0138000010 4310	BALL/INSTR / INSTRUCTIONAL MATL & SUPPLIES
M64T0608	MCCORMICK'S GROUP LLC	15,101.41	15,101.41	0153386010 6490	TITLE IV - SAAE (VAPA) / EQUIPMENT - OTHER
M64R1723	MD INSTALLATIONS INT'L INC.	3,206.58	3,206.58	0172172083 5610	SAFE SCHOOLS / REPAIRS/MAINT - O/S SERVICES
M64R1546	MEDCO SPORTS MEDICINE	330.10	120.16	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL &
			209.94	0124400010 4310	LO/MANDATED 1-TIME FUNDS/INSTR /
M64R1581	MUSIC AND ARTS CENTER	518.48	518.48	0131000910 4410	BR/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R1760	MUSIC AND ARTS CENTER	4,000.00	4,000.00	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
M64R1709	MUSIC EDUCATION CONSULTANTS IN	1,785.00	1,785.00	0153386010 5210	TITLE IV - SAAE (VAPA) / TRAVEL AND
M64T0591	MYPHONE HERO	2,325.25	1,437.39	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
			887.86	0147400010 4310	HOPE/MANDATED 1-TIME FUNDS/INS /
M64T0650	N2Y LLC	863.75	863.75	0124252011 5880	LO/MILD MODERATE/SE SEP CL/NSE / OTHER
M64R1772	NASCO	352.50	352.50	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1534	NIMCO	761.65	761.65	0124489810 4310	LO/TUPE COHORT M (2018-20) / INSTRUCTIONAL
M64R1631	NJROTC	286.00	286.00	0120336010 5210	ANAHEIM/ROTC/INSTR / TRAVEL AND
M64R1775	NORTH ORANGE COUNTY REGIONAL	783.17	783.17	0122000010 5805	MA/INSTR / INSTRUCTIONAL PROF CONSULTANT
M64T0623	NORTHSTAR AV LLC	116.37	116.37	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
M64R1536	O.C.A.D.A.	375.00	375.00	0123028010 5880	SA/ATHLET/INSTR / OTHER OPERATING EXPENSES
M64R1649	O.C.A.D.A.	250.00	250.00	0125000010 5880	KA/INSTR / OTHER OPERATING EXPENSES
M64R1712	O.C.A.D.A.	250.00	250.00	0128000010 5880	CY/INSTR / OTHER OPERATING EXPENSES
M64R1752	O.C.A.D.A.	625.00	625.00	0120000010 5880	ANAHEIM/INSTR / OTHER OPERATING EXPENSES

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1582	OCDE	330.00	330.00	0163000921 5210	EL/LCFF-CONCENTRATION/SUPV / TRAVEL AND
M64R1642	OCDE	900.00	900.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
M64R1782	OFFICE DEPOT	893.73	893.73	0172489810 4320	SS/TUPE COHORT M (2018-20) / OTHER OFFICE/MISC
M64R1783	OFFICE DEPOT	1,141.61	1,141.61	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1784	OFFICE DEPOT	258.54	258.54	0135261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64R1798	OFFICE DEPOT	179.66	179.66	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
M64R1801	OFFICE DEPOT	120.20	120.20	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
M64R1804	OFFICE DEPOT	825.56	825.56	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
M64R1812	OFFICE DEPOT	4,395.66	4,395.66	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1813	OFFICE DEPOT	154.04	154.04	0124002010 4310	LO/BUS ED/INSTR / INSTRUCTIONAL MATL &
M64T0645	OFFICE DEPOT	279.68	279.68	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
M64A0310	OLIVE CREST ACADEMY	18,193.70	18,193.70	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
M64A0311	OLIVE CREST ACADEMY	1,842.40	1,842.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
M64R1630	ORANGE COUNTY FIRE PROTECTION	14,150.00	14,150.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
M64R1646	ORANGE COUNTY REGISTER	1,368.00	1,368.00	0153386010 5880	TITLE IV - SAAE (VAPA) / OTHER OPERATING
M64R1711	ORANGE COUNTY TRANSIT AUTHORITY	1,607.20	1,607.20	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
M64R1823	ORANGE COUNTY TRANSIT AUTHORITY	1,764.00	1,764.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
M64R1553	ORIENTAL TRADING COMPANY	185.37	185.37	0128073010 4310	CY/ART HISTORY/INSTR / INSTRUCTIONAL MATL
M64R1686	ORIENTAL TRADING COMPANY	276.09	276.09	0131489810 4310	BR/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
M64R1817	ORIENTAL TRADING COMPANY	780.98	780.98	0121489810 4310	WE/TUPE COHORT M (2018-20) / INSTRUCTIONAL
M64A0331	OXFORD ACADEMY	8,386.00	8,386.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
M64R1792	PACIFIC LOCK AND SECURITY INC	10,103.78	10,103.78	0125236081 5610	KA/LOCKS/MO / REPAIRS/MAINT - O/S SERVICES
M64R1539	PASCO SCIENTIFIC	1,096.88	480.33	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
			616.55	0128030010 4410	CYPRESS/BIOLOGY/INSTRUCTIONAL / EQUIPMENT

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1584	PAXTON PATTERSON	2,366.20	221.97	0168385010 4310	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			2,144.23	0168385010 5880	GI/TITLE IV/INSTR / OTHER OPERATING EXPENSES
M64R1585	PAXTON PATTERSON	9,115.12	172.62	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL &
			1,400.00	0168381010 5610	GI/TITLE I/INSTR / REPAIRS/MAINT - O/S SERVICES
			7,542.50	0168381010 5880	GI/TITLE I/INSTR / OTHER OPERATING EXPENSES
M64T0644	PC AND MAC EXCHANGE	3,811.12	3,811.12	0131000910 4410	BR/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
M64R1755	PERFECT HARMONY BOOSTERS	250.00	250.00	0100970081 5620	COMMUNITY SERVICE/MO / RENTALS/OPERATING
M64R1745	PHANTOM PROJECTS	461.00	461.00	0131000910 5880	BR/LCFFF-CONCENTRATION/INSTR / OTHER
M64T0653	PHOTO WAREHOUSE	321.95	321.95	0124005010 4310	LOARA/ART/INSTR / INSTRUCTIONAL MATL &
M64R1818	PITSCO INC.	238.91	238.91	0121000910 4310	WE/LCFFF-CONCENTRATION/INSTR /
M64R1663	POOR RICHARD'S PRESS	178.61	178.61	0122000910 4310	MA/LCFFF-CONCENTRATION/INSTR /
M64R1735	PORTER BOILER SERVICE INC	690.00	690.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S
M64R1668	POSITIVE PROMOTIONS INC	332.30	332.30	0131489810 4310	BR/TUPE COHORT M (2018-2020) / INSTRUCTIONAL
M64A0317	PRISTINE REHAB CARE LLC	36,855.00	36,855.00	0119283039 5810	SYS/OTHER PUPIL / NON-INSTRUCTIONAL PROF
M64R1687	PRUFROCK PRESS	117.49	117.49	0168381010 4210	GI/TITLE I/INSTR / BOOKS AND REFERENCE
M64A0319	PSAV PRESENTATION SERVICES	950.00	950.00	0115115021 5620	EDUCATION/SUPV INST / RENTALS/OPERATING
M64R1714	PSAV PRESENTATION SERVICES	1,700.00	1,700.00	0115115021 5620	EDUCATION/SUPV INST / RENTALS/OPERATING
M64R1654	QUALITY AIRE	1,410.22	1,410.22	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
M64A0337	R FURBUSH INC.	1,750.00	1,750.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
M64R1733	RAY LITE INDUSTRIES INC.	9,007.25	9,007.25	0128240081 4410	CY/POOL/MO / EQUIPMENT - NON-CAPITALIZED
M64C0160	RC BODY AND PAINT	3,760.00	3,760.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
M64R1622	REFRIGERATION SUPPLIES DIST.	1,736.66	98.99	0142235081 4355	OXFORD/HVAC/MO / MAINTENANCE SUPPLIES
			1,637.67	0142235081 4410	OXFORD/HVAC/MO / EQUIPMENT -
M64R1713	REGENTS OF THE UNIV. CALIF, TH	95.00	95.00	0115000821 5210	ED/LCFFF/INSTR SUPRV & ADMIN / TRAVEL AND
M64R1629	ROUTLEY ENTERPRISES INC	4,224.85	4,224.85	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1734	SALES AND DISTRIBUTION SERVICE	176.49	176.49	01110238081 4355	MAINTENANCE/PAVING/MO / MAINTENANCE
M64A0332	SAVANNA HIGH SCHOOL	8,985.00	8,985.00	01117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCI / OTHER
M64R1743	SAVANNA HIGH SCHOOL	415.00	415.00	0120000040 5880	ANAHEIM/ANCI / OTHER OPERATING EXPENSES
M64R1608	SCHOLASTIC BOOK CLUBS INC.	74.90	74.90	0132000910 4210	OR/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1578	SCHOOL NURSE SUPPLY INC	202.26	202.26	0128000034 4320	CY/HEALTH / OTHER OFFICE/MISC SUPPLIES
M64R1773	SCHOOL NURSE SUPPLY INC	1,678.69	1,678.69	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
M64R1544	SCHOOL SPECIALTY INC	844.68	844.68	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
M64R1576	SCHOOL SPECIALTY INC	37.48	37.48	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR /
M64R1780	SCHOOL SPECIALTY INC	186.84	186.84	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
M64R1820	SCHOOL SPECIALTY INC	201.28	201.28	0123011010 4310	SA/WORLD LNG/INSTR / INSTRUCTIONAL MATL &
M64S0167	SCHOOL SPECIALTY INC	922.47	922.47	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64T0613	SCHOOL SPECIALTY INC	354.71	354.71	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL
M64T0621	SCHOOL SPECIALTY INC	177.36	177.36	0128024010 4310	CY/MATH/INSTR / INSTRUCTIONAL MATL &
M64T0629	SCHOOL SPECIALTY INC	889.15	889.15	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR /
M64R1568	SCIENCE LAB SUPPLIES	340.98	340.98	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
M64A0321	SCREEN VISION MEDIA	5,250.00	5,250.00	0102102172 5880	SUPT/DISTRICT BRANDING/OTR ADM / OTHER
M64A0322	SEHI COMPUTER PRODUCTS INC	11,315.00	11,315.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
M64T0599	SEHI COMPUTER PRODUCTS INC	1,336.10	1,336.10	0153386010 4410	TITLE IV - SAAE (VAPA) / EQUIPMENT -
M64T0600	SEHI COMPUTER PRODUCTS INC	395.44	395.44	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
M64T0602	SEHI COMPUTER PRODUCTS INC	748.73	748.73	0156156072 4320	FACILITIES/GENL ADM / OTHER OFFICE/MISC
M64T0610	SEHI COMPUTER PRODUCTS INC	9,104.88	9,104.88	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
M64T0615	SEHI COMPUTER PRODUCTS INC	43,684.80	43,684.80	0117432010 4410	CTE INCENTIVE GRANT/INST / EQUIPMENT -
M64T0627	SEHI COMPUTER PRODUCTS INC	2,672.20	2,672.20	0123381010 4410	SA/TITLE I/INSTR / EQUIPMENT -
M64T0628	SEHI COMPUTER PRODUCTS INC	5,344.40	5,344.40	0123381010 4410	SA/TITLE I/INSTR / EQUIPMENT -

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64T0631	SEHI COMPUTER PRODUCTS INC	14,046.30	2,280.00	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
			11,766.30	0153386010 4320	TITLE IV - SAAE (VAPA) / OTHER OFFICE/MISC
M64T0638	SEHI COMPUTER PRODUCTS INC	2,691.60	2,691.60	0124381010 4410	LO/TITLE I/INSTRUCTIONAL / EQUIPMENT -
M64T0648	SEHI COMPUTER PRODUCTS INC	123.09	123.09	0107107072 4320	ACCTG / GENL ADM / OTHER OFFICE/MISC
M64T0649	SEHI COMPUTER PRODUCTS INC	360.07	360.07	01115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
M64T0651	SEHI COMPUTER PRODUCTS INC	855.54	855.54	0102102071 4410	SUPT/BRD SUPT / EQUIPMENT - NON-CAPITALIZED
M64R1698	SETON	1,716.71	1,716.71	01114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
M64C0141	SIGLER INC., RUSSELL	1,794.04	1,794.04	0142235081 4410	OXFORD/HVAC/MO / EQUIPMENT -
M64R1683	SOCALGRAD	130.38	130.38	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
M64X0457	SOCALGRAD	6,000.00	6,000.00	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC
M64R1538	SOCIAL STUDIES SCHOOL SERVICE	266.18	67.57	0128037010 4210	CY/SOC SCI/INSTR / BOOKS AND REFERENCE
			198.61	0128037010 4310	CY/SOC SCI/INSTR / INSTRUCTIONAL MATL &
M64T0598	SOFTWARE 4 SCHOOLS	837.73	837.73	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
M64C0154	SONRISE ELECTRIC INC	1,300.00	1,300.00	0123231081 5610	SA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
M64R1671	SOTOZ SPORTS	639.01	639.01	0120487010 4310	MULTIMEDIA COMPUTER TECH/INST /
M64R1625	SOUTH COAST AIR QUALITY	132.98	132.98	0128230081 5880	CY/GENERAL/MO / OTHER OPERATING EXPENSES
M64R1656	SOUTH COAST AIR QUALITY	132.98	132.98	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
M64R1637	SOUTHERN CALIFORNIA A.P. INC.	775.00	775.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
M64S0160	SOUTHWEST SCHOOL AND OFFICE SU	6,465.00	6,465.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64S0164	SOUTHWEST SCHOOL AND OFFICE SU	177.79	177.79	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64S0169	SOUTHWEST SCHOOL AND OFFICE SU	730.18	730.18	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64R1587	SPORTSPAGE SOCCER WAREHOUSE	2,732.32	2,732.32	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL &
M64R1535	STAPLES ADVANTAGE	213.18	213.18	0128037010 4310	CY/SOC SCI/INSTR / INSTRUCTIONAL MATL &
M64R1558	STAPLES ADVANTAGE	923.16	923.16	0168400010 4310	GIL/MANDATED 1-TIME FUNDS/INST /



**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1559	STAPLES ADVANTAGE	56.43	56.43	0128000031 4320	CY/GUID / OTHER OFFICE/MISC SUPPLIES
M64R1560	STAPLES ADVANTAGE	161.86	161.86	0122257511 4310	EMOTION DISTRB/SE SEP CL/SEV /
M64R1717	STAPLES ADVANTAGE	359.78	359.78	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR /
M64R1718	STAPLES ADVANTAGE	81.41	81.41	0138400010 4310	BA/MANDATED 1-TIME FUNDS/INSTR /
M64R1719	STAPLES ADVANTAGE	123.99	123.99	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
M64R1720	STAPLES ADVANTAGE	952.68	952.68	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR /
M64R1721	STAPLES ADVANTAGE	343.94	343.94	0135261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64R1799	STAPLES ADVANTAGE	194.72	194.72	0123381110 4310	SAVANNA/TITLE I/PARENTING / INSTRUCTIONAL
M64R1800	STAPLES ADVANTAGE	346.78	346.78	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL &
M64R1802	STAPLES ADVANTAGE	99.33	99.33	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64R1803	STAPLES ADVANTAGE	358.55	358.55	0127400010 4310	KE/MANDATED 1-TIME FUNDS/INSTR /
M64R1805	STAPLES ADVANTAGE	121.06	121.06	0134591527 4320	WA/LOC GRANT/SCH ADMIN / OTHER OFFICE/MISC
M64R1806	STAPLES ADVANTAGE	273.10	273.10	0161000910 4310	PO/LCFF-CONCENTRATION/INSTR /
M64R1807	STAPLES ADVANTAGE	61.61	61.61	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
M64R1808	STAPLES ADVANTAGE	204.19	204.19	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
M64R1809	STAPLES ADVANTAGE	518.61	518.61	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
M64R1810	STAPLES ADVANTAGE	79.83	79.83	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
M64R1811	STAPLES ADVANTAGE	480.04	480.04	0168400010 4310	GIL/MANDATED 1-TIME FUNDS/INST /
M64R1694	STATE OF CALIFORNIA	225.00	225.00	0137230081 5880	SY/GENERAL/MO / OTHER OPERATING EXPENSES
M64R1736	STATE OF CALIFORNIA	225.00	225.00	0120230081 5880	ANAHEIM/GENERAL/MO / OTHER OPERATING
M64R1552	STEVE WEISS MUSIC	252.70	252.70	0127007010 4310	KE/INS MUS/INSTR / INSTRUCTIONAL MATL &
M64R1614	STONE LANTERN FILMS INC.	675.00	675.00	0102000572 5880	SUPT/SPECIAL PROJECTS BUDGET / OTHER
M64T0619	SWEETWATER	2,194.87	365.27	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
			1,829.60	0153386010 4410	TITLE IV - SAAE (VAPA) / EQUIPMENT -

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64T0620	SWEETWATER	8,466.60	8,466.60	0102000572 6490	SUPT/SPECIAL PROJECTS BUDGET / EQUIPMENT -
M64A0307	SYNERGY SPA SOLUTIONS	1,000.00	1,000.00	0104911072 5810	HR/WELLNESS PROGRAM/ADMIN /
M64R1531	TASSEL DEPOT	858.51	858.51	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
M64R1556	TEACHER'S DISCOVERY	204.70	204.70	0121041010 4310	WESTERN/ELD/INSTR / INSTRUCTIONAL MATL &
M64R1652	TEACHER'S DISCOVERY	397.77	397.77	0121381010 4210	WE/ECIA TITLE I/INSTRUCTI / BOOKS AND
M64R1774	TEACHER'S DISCOVERY	339.45	339.45	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
M64R1791	TEACHER'S DISCOVERY	117.23	117.23	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR /
M64R1819	TEACHER'S DISCOVERY	987.26	987.26	0123000910 4210	SA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64T0606	TEACHERS PAY TEACHERS	62.99	62.99	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
M64R1660	TEACHERS' CURRICULUM INSTITUTE	387.88	387.88	0138252011 4210	BALL/MILD MODERATE/SE SEP CLN / BOOKS AND
M64C0159	TEAM SPORTS AND TROPHIES	1,729.40	1,729.40	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR /
M64T0594	TELESTREAM LLC	1,494.00	1,494.00	0117393010 5880	INSTR SVC/VEA-2B/INSTR / OTHER OPERATING
M64R1793	TENNANT COMPANY	496.38	496.38	01482330081 5610	HANDE/LGENERAL/MO / REPAIRS/MAINT - O/S
M64R1658	TEXTBOOK WAREHOUSE	151.44	151.44	0121381010 4210	WE/ECIA TITLE I/INSTRUCTI / BOOKS AND
M64R1665	TEXTBOOK WAREHOUSE	201.92	201.92	0127004010 4210	KE/ENGLISH/INSTR / BOOKS AND REFERENCE
M64R1666	TEXTBOOK WAREHOUSE	248.77	248.77	0138102210 4210	BA/INNOVATION GRANT/ INSTR / BOOKS AND
M64R1677	TEXTBOOK WAREHOUSE	263.13	263.13	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
M64R1667	TOTALLY PROMOTIONAL	527.98	527.98	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
M64T0617	TROXELL COMMUNICATIONS INC	230.59	230.59	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
M64T0642	TROXELL COMMUNICATIONS INC	2,397.44	2,397.44	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR /
M64R1748	U S BANK	900.00	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING
M64R1599	ULINE	763.96	763.96	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
M64R1659	UNITED STATES ACADEMIC DECATHL	777.52	777.52	0123381010 5880	SA/TITLE I/INSTR / OTHER OPERATING EXPENSES
M64R1722	UNITED STATES TREASURY	13,472.28	13,472.28	69000690060 5885	HEALTH AND WELF/ENTERP / GOVERNMENT FEES

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1541	VERNIER SOFTWARE	159.89	159.89	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
M64R1542	VERNIER SOFTWARE	1,872.92	1,872.92	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
M64R1543	VERNIER SOFTWARE	151.55	151.55	0127032010 4310	KE/BIOLOGY/INSTR / INSTRUCTIONAL MATL &
M64T0590	VISION COMMUNICATIONS CO.	2,076.08	2,076.08	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
M64T0597	VISION COMMUNICATIONS CO.	855.43	855.43	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC
M64T0643	VISION COMMUNICATIONS CO.	5,768.40	5,768.40	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR /
M64R1633	VITAL LINK	725.00	725.00	0123506010 5210	SA/PUENTE/INSTR / TRAVEL AND CONFERENCE
M64R1685	W.W. NORTON COMPANY INC.	90.96	90.96	0128037010 4210	CY/SOC SCI/INSTR / BOOKS AND REFERENCE
M64X0454	WALKERS DELI	500.00	500.00	0105105072 4390	CLASS HR/GENL ADM / MEETING EXPENSE - FOOD
M64R1816	WARD'S NATURAL SCIENCE EST	373.49	373.49	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
M64R1308	WAXIE SANITARY SUPPLY	14,157.73	14,157.73	0125931010 4410	KA/WASTE MGMT-COUNTY OF ORANGE /
M64A0306	WEATHERPROOFING TECHNOLOGIES I	250,000.00	250,000.00	0110233081 5610	MAINTENANCE/FLOOR/MO / REPAIRS/MAINT - O/S
M64R1586	WENGER CORP	2,161.42	2,161.42	0153386010 4310	TITLE IV - SAAE (VAPA) / INSTRUCTIONAL MATL &
M64R1731	WENGER CORP	1,171.17	655.05	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR /
			516.12	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
M64C0150	WEST COAST HYDRAULIC LIFT REPA	1,689.24	1,689.24	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
M64A0333	WESTERN HIGH SCHOOL ASB	7,787.00	7,787.00	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
M64R1601	WESTERN INDOOR ENVIRONMENTAL S	2,495.00	2,495.00	0122235081 5610	MA/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
M64A0315	WESTMINSTER SCHOOL DISTRICT	9,726.85	9,726.85	0163452010 5100	EL/BIL TCHR PD-BECOME (BTDP) /
M64R1592	WILBOOKS	221.12	221.12	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
M64R1577	WILLIAM V MACGILL AND COMPANY	123.91	123.91	0168400010 4310	GIL/MANDATED 1-TIME FUNDS/INST /
M64R1529	WON DOOR CORPORATION	931.00	931.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
M64R1729	WORTHINGTON DIRECT	75.31	75.31	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
M64R1590	YENNIS PARTY RENTALS INC.	560.00	560.00	0125000010 5620	KA/INSTR / RENTALS/OPERATING LEASES

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**

BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64R1710	YENNIS PARTY RENTALS INC.	595.00	595.00	0123000010 5620	SA/INSTR / RENTALS/OPERATING LEASES
M64A0312	ZONAR SYSTEMS INC	27,722.28	27,722.28	01131113036 5610	TRANS/REG-ED/TRANSPORTATION /
M64T0587	ZONES	175.18	175.18	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER
<b>Fund 01 Total:</b>		<b>1,500,049.77</b>			
<b>Fund 25 Total:</b>		<b>900.00</b>			
<b>Fund 26 Total:</b>		<b>687.88</b>			
<b>Fund 69 Total:</b>		<b>13,472.28</b>			
<b>Total Amount of Purchase Orders:</b>		<b>1,515,109.93</b>			

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME**  
**BOARD OF TRUSTEES MEETING 06/20/2019**

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64X0012	A 1 FENCE COMPANY	9,500.00	+3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64X0021	A Z BUS SALES INC.	25,000.00	+10,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
M64T0580	ACCO BRANDS USA LLC DBA GBC	104.52	+20.47	0135257511 4310	EMOTION DISTRB/SE SEP CL/SEV / INSTRUCTIONAL
M64X0444	ACHIEVERS INC	799.18	+99.18	01222000910 4310	MA/LCFF-CONCENTRATION/INSTR /
M64X0019	ADI	15,000.00	+3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64X0268	ADVANCED WILDLIFE REMOVAL	4,000.00	+2,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
M64X0078	AGRI TURF DISTRIBUTING LLC	18,500.00	+3,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64X0345	ALL AMERICAN TROPHY ENGRAVING	5,000.00	+1,500.00	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER
M64X0416	ALONTI CAFE AND CATERING	2,707.00	+1,207.00	0115918510 4390	ED/INFLEXION (RRP)/INSTR / MEETING EXPENSE -
M64C0138	AMERICAN CASUAL	2,150.69	+51.72	0138400010 4310	BA/MANDATED 1-TIME FUNDS/INSTR /
M64R0248	AMERICAN FENCE COMPANY INC	2,155.40	+1,300.00	2435731185 6276	DALE/BOND SERIES 2015 - MEAS H / INTERIM
M64X0001	AMERICAN LOGISTICS COMPANY LLC	147,295.00	+25,237.50	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
M64X0082	AMERICAN TIME	18,500.00	+6,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE
L64M0058	AMTECH ELEVATOR SERVICES	48,285.09	+10,565.09	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S
M64X0324	ANAHEIM HIGH SCHOOL	22,500.00	+1,500.00	0120028040 5810	AN/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
M64X0447	AWARDS BY PAUL	1,390.00	+390.00	01222000910 4310	MA/LCFF-CONCENTRATION/INSTR /
M64X0072	B AND M LAWN AND GARDEN INC	29,000.00	+4,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
M64X0315	CALIFORNIA DEPARTMENT OF EDUCA	3,000.00	+1,000.00	0100000200 8660	GEN FUND/INTEREST/NA / INTEREST
M64X0350	CALIFORNIA DEPT. OF JUSTICE	47,000.00	+6,000.00	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING
M64X0106	CALIFORNIA PLUMBING PARTS	79,000.00	+6,000.00	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING
M64X0002	CERTIFIED TRANSPORTATION SVCS	76,867.94	+6,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64A0057	CITY OF ANAHEIM AS SUCCESSOR A	168,445.43	+20,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
M64S0144	CONTINENTAL CHEMICAL AND SANIT	14,649.42	+6,584.43	4500722600 8625	ANAHEIM PLAZA / COMMUNITY REDEVELOPMENT
			+861.73	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES



**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME  
BOARD OF TRUSTEES MEETING 06/20/2019**

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64A0024	DELTA DENTAL INSURANCE COMPANY	170,600.00	+20,600.00	69006900060 5465	HEALTH AND WELF/ENTERP / INSURANCE - DENTAL
M64X0116	E.B. BRADLEY COMPANY	3,500.00	+1,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64X0118	ECONOMY RENTALS INC	32,137.31	+6,000.00	0110230081 5620	MAINTENANCE/MO / RENTALS/OPERATING LEASES
M64T0565	EIDIM AV TECHNOLOGY	1,494.11	+3.72	0153386010 4410	TITLE IV - SAAE (VAPA) / EQUIPMENT -
L64A0347	ERICKSON HALL CONSTRUCTION CO	21,119,086.80	+15,750,036.00	2623731185 6165	SA/BOND SERIES 2018 - MEAS H / SITE
K64A0105	GALLAGHER BENEFIT SERVICES INC	432,085.52	+50,935.52	69006900060 5812	HEALTH AND WELF/ENTERP / ADMIN FEE - HEALTH
M64X0273	GATEWAY URGENT CARE CENTER	6,000.00	+2,000.00	68006800060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS
M64X0132	GREENS DISCOUNT GLASS AND SCRE	27,000.00	+2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64C0122	HARBOR TRUCK BODIES INC	3,506.18	+129.25	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
M64R1502	HOUGHTON MIFFLIN HARCOURT	211.49	+7.96	0122261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
M64X0138	INLAND TOP SOIL MIXES INC.	37,000.00	+12,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
M64X0370	J.W. PEPPER AND SON INC.	1,100.00	+500.00	0125385010 4350	KA/TITLE IV/INSTR / INSTRUCTIONAL MATERIALS
M64X0392	J.W. PEPPER AND SON INC.	600.00	+100.00	0120007010 4310	ANAHEIM/INS MUS/INSTR / INSTRUCTIONAL MATL
M64X0143	KNORR SYSTEMS INC.	60,000.00	+10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
J64A0308	KNOWLAND CONSTRUCTION	2,500,000.00	+1,500,000.00	2600731185 6291	GOB SERIES 2018 - MEAS H / CONSTRUCTION -
M64A0073	KYOCERA DOCUMENT SOLUTIONS	75,425.00	+21,550.00	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
M64X0048	LEXINGTON JUNIOR HIGH SCHOOL	2,300.00	+300.00	0144054040 5810	LEX/AFTSCHL/ANCIL / NON-INSTRUCTIONAL PROF
L64R0842	LOCKERTAGS LLC	407.52	-4.96	0123102172 4310	SA/DISTTICT BRANDING/OTHER / INSTRUCTIONAL
M64X0451	M COACH	54,650.00	+45,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
M64X0186	MONTGOMERY HARDWARE CO.	80,000.00	+10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64X0427	NEWEGG BUSINESS INC	8,500.00	+500.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
M64X0314	NORTH ORANGE COUNTY REGIONAL	7,000.00	+2,000.00	0102087110 5805	SUPERINTENDENT/AIME/INSTR / INSTRUCTIONAL
M64X0171	ORANGE COUNTY FARM SUPPLY	20,000.00	+15,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
L64A0042	ORANGE COUNTY PUBLIC SAFETY	378,800.00	+30,000.00	0172172083 5810	SAFE SCHOOLS / NON-INSTRUCTIONAL PROF

**ANAHEIM UHSD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME**  
**BOARD OF TRUSTEES MEETING 06/20/2019**

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64A0119	ORANGE UNIFIED SCHOOL DISTRICT	21,000.00	+10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
M64X0179	POOL SUPPLY OF ORANGE COUNTY	33,000.00	+3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64T0537	SEHI COMPUTER PRODUCTS INC	4,654.80	-2,198.10	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL
M64X0156	SIGN MART PLASTICS PLUS	20,000.00	+5,000.00	0118118072 4320	GRAPHICS/GENL.ADM / OTHER OFFICE/MISC
M64R1513	SOCALGRAD	12,466.68	+840.45	0117432010 4320	CTE INCENTIVE GRANT/INST / OTHER OFFICE/MISC
M64S0157	SOUTHWEST SCHOOL AND OFFICE SU	6,153.52	+71.11	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
M64R1028	STAGE TECH	5,937.00	+925.00	0148230081 5620	HANDE/L-GENERAL/MO / RENTALS/OPERATING
I64A0104	TIME WARNER CABLE	1,037,686.83	-67,105.17	0108108077 5930	INFO SYSTEM/DP / INTERNET SERVICE
M64X0287	U S BANK	4,000.00	+500.00	0144013010 4310	LEX/HECT/INSTR / INSTRUCTIONAL MATL &
M64X0332	U S BANK	200,000.00	+90,000.00	0112112072 5210	PURCHASING/GENL.ADM / TRAVEL AND
M64X0343	U S BANK	39,500.00	+12,500.00	0117400510 4390	ED/ONE-TIME FUNDING (2017-18) / MEETING
L64R0146	UC REGENTS	32,600.00	+10,400.00	0174402510 5210	GSS/COLLEGE READINESS/INSTR / TRAVEL AND
M64X0159	ULINE	5,500.00	+500.00	0118118072 4320	GRAPHICS/GENL.ADM / OTHER OFFICE/MISC
M64X0232	UNITED REFRIGERATION INC.	17,000.00	+4,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
M64R1273	USCUTTER INC.	847.97	+100.99	0142393110 4410	VEA PERKINS STUDENT ORG OXFORD / EQUIPMENT
M64X0217	VISION COMMUNICATIONS CO.	12,000.00	+5,500.00	0114114072 5610	WAREHOUSE/GENL.ADM / REPAIRS/MAINT - O/S
M64R1492	WOLVERINE FENCE COMPANY INC	6,800.00	+2,300.00	0110232081 5610	MAINTENANCE/FENCE/MO / REPAIRS/MAINT - O/S
K64A0328	XEROX CORPORATION	221,774.04	+3,986.75	0118118072 5620	GRAPHICS/GENL.ADM / RENTALS/OPERATING
M64R1436	YENNIS PARTY RENTALS INC.	2,449.41	+82.01	0117915510 5620	IS/STEAM-A-PALOOZA/INSTR /
<b>Fund 01 Total:</b>					<b>348,521.70</b>
<b>Fund 24 Total:</b>					<b>1,300.00</b>
<b>Fund 26 Total:</b>					<b>17,250,036.00</b>
<b>Fund 45 Total:</b>					<b>6,584.43</b>
<b>Fund 68 Total:</b>					<b>2,000.00</b>
<b>Fund 69 Total:</b>					<b>71,535.52</b>

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY VENDOR NAME  
BOARD OF TRUSTEES MEETING 06/20/2019

FROM 04/26/2019 TO 06/10/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO</u>	<u>CHANGE ACCOUNT</u>	<u>AMOUNT</u>	<u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
------------------	---------------	-----------	-----------------------	---------------	---------------	------------------------------------

Total Amount of Change Orders: 17,679,977.65



VENDOR CHECK REGISTER  
 APRIL 26, 2019 THROUGH JUNE 10, 2019

EXHIBIT 1111

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
123 OFFICE SOLUTION INC.	V6411643	9320	47,952.20	00155872
3 D FASTENERS	V6409971	4355	364.72	00156102
5 DOLLAR SCHOOL TEES	V6412142	4310	595.69	00155924
A 1 FENCE COMPANY	V6408537	4355	1,349.09	00156301
			818.90	00156333
A AND C URGENT CARE	V6412935	5810	285.00	00156549
A CABRAL ROOFING GROUP	V6412864	5610	32,663.78	00156550
A U H S D FOOD SERVICE DEPT	V6400023	4390	1,062.93	00155761
			637.13	00156129
			326.00	00156714
A Z BUS SALES INC.	V6400025	4376	677.79	00156302
			485.19	00156425
		4385	613.09	00156130
			8,767.75	00156302
		4387	1,760.86	00156302
AAA ELECTRIC MOTOR SALES	V6400033	4355	1,821.83	00155657
			45.09	00155925
			587.45	00156131
			704.68	00156334
			697.76	00156512
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	580.69	00156132
			221.33	00156303
		6490	6,398.66	00156513
ABU KHALAF, ZINEH	V6412791	5220	91.29	00156304
ACCURATE LABEL DESIGNS INC.	V6405870	4320	262.95	00155658
ACEVES, ANTHONY	V6413427	5810	200.00	00156551
ACHIEVERS INC	V6412277	4310	799.18	00156426
ACORN MEDIA	V6400068	4310	449.00	00155573
		5810	2,298.78	00156466
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	1,163.81	00155659
			331.04	00155926
ACS BILLING SERVICE	V6400072	5580	3,942.56	00155981
ADAPTIVATION INC	V6400092	4310	527.00	00155927
ADI	V6400095	4355	1,319.76	00155762
			13.47	00155928
ADORAMA	V6411023	4310	5,162.00	00156552
			1,402.00	00156636
		4410	1,178.00	00156636
ADVANCED WILDLIFE REMOVAL	V6413009	5610	879.00	00156305
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	4347	466.19	00156133
		9320	492.44	00156133
			875.44	00156452
			4,087.21	00156553
AGRI TURF DISTRIBUTING LLC	V6412836	4347	399.60	00155660
			516.65	00155929
			371.81	00156134
			91.07	00156335
		4355	677.83	00155660
AICHELE, STEVEN G.	V6407891	5610	150.00	00156453
AIRSUPPLY TOOLS INC.	V6412933	9320	171.86	00156427
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	364.62	00155661
			159.04	00156336
			85.98	00156715

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	21.70	00156232
			1,191.95	00156306
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	2,273.20	00155873
			4,781.31	00156637
ALLIED SUPPLY CORP	V6400173	4355	7,774.90	00156638
ALONTI CAFE AND CATERING	V6413206	4390	1,822.66	00156233
ALT REV CASH FUND	V6405194	4210	77.39	00155819
		4310	917.74	00155819
			4,623.45	00156467
			3,082.08	00156716
		4320	297.90	00155819
			1,736.70	00156467
			810.17	00156716
		4321	165.19	00156716
		4347	113.02	00156467
			244.39	00156716
		4390	1,398.00	00155819
			1,517.65	00156467
			690.04	00156716
		5210	20.00	00156467
			10.00	00156716
		5610	150.00	00156716
		5880	363.90	00155819
			203.80	00156716
		5910	33.55	00155819
			66.00	00156467
			66.00	00156716
	V6405196	4310	2,808.46	00156044
		4320	332.46	00156044
		4390	491.34	00156044
		5210	233.85	00156044
		5910	68.20	00156044
ALVAREZ, JUAN	V6412677	5210	17.55	00156379
AMAZON WEB SERVICES INC.	V6412894	5880	11.19	00156554
AMDI	V6411221	4310	292.83	00155703
AMERICAN CASUAL	V6407489	4310	2,150.69	00156380
AMERICAN COUNCILS FOR INTERNATIONAL	V6412629	4310	592.20	00156135
AMERICAN LOGISTICS COMPANY LLC	V6412509	5620	25,237.50	00156531
AMERICAN MARKETING PROMOTIONS	V6411639	4319	2,759.22	00155730
		4320	620.03	00156381
AMERICAN TIME	V6410391	4355	3,780.45	00155704
AMTECH ELEVATOR SERVICES	V6412267	5610	8,364.79	00155705
			1,686.26	00156337
ANAHEIM CONVENTION CENTER	V6400255	5620	200.00	00156136
ANAHEIM ELEMENTARY SCHOOL DISTRICT	V6400254	5100	7,158.08	00155982
ANAHEIM HIGH SCHOOL	V6400260	5810	1,504.00	00155983
		5880	8,985.00	00156382
		8699	109.21	00155662
			279.30	00156555
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	40,162.41	00155820
			47,572.39	00155930
ANGELUS WATERPROOFING AND	V6410928	5610	30,106.20	00155706
ANIXTER	V6400294	4355	588.90	00155931
ANSDELL PIANO	V6405217	4410	4,100.00	00155932
AP BY THE SEA	V6406743	5210	1,690.00	00156081
			795.00	00156137
AP EXAMINATIONS	V6400312	4310	466,025.00	00156532

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
APPLE INC	V6400319	4310	995.56	00155574
			1,300.18	00155626
			406.17	00155707
			551.39	00155763
			3,580.42	00155933
			406.17	00156428
			85.12	00156454
		4410	1,318.17	00155574
			8,162.11	00155626
			1,318.17	00155763
			4,359.73	00155933
			8,290.33	00156138
			18,802.37	00156234
			8,168.89	00156307
			770.32	00156428
			1,446.39	00156717
APPLIED EDUCATIONAL SYSTEMS INC	V6413336	5880	599.00	00155627
APSI	V6408964	5210	775.00	00156045
ARAMARK SPORTS AND ENTERTAINMENT	V6400326	4390	1,175.40	00155808
			12,489.31	00156139
ARBOR SCIENTIFIC	V6400327	4310	861.81	00156140
			998.17	00156718
ARCH PAC AQUATICS LLC	V6413089	5810	39,200.00	00156468
ARECHIGA, MOISES	V6413404	5220	5.92	00155984
ARELLANO, GEISY	V6411702	5210	718.14	00156383
ARMBRUSTER, DAVID	V6413381	4310	1,195.00	00155731
ARMENTA, CLAUDIA	V6413405	5220	7.89	00155985
ARROW SERVICES INC	V6412839	5580	1,150.70	00155934
			906.75	00156338
			608.40	00156556
ART SUPPLY WAREHOUSE	V6400350	4310	1,719.61	00156384
ARTIANO SHINOFF	V6408054	5821	270.50	00155663
ARTS ATTACK	V6413344	5880	330.00	00156385
AT AND T	V6400374	5918	56.33	00156141
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	37,649.12	00155986
			15,448.30	00156046
			21,497.74	00156142
			636.44	00156386
ATTAINMENT CO. INC.	V6400391	4310	133.05	00156143
ATVANTAGE LLC	V6412895	5805	6,662.50	00155987
			1,982.50	00156235
			3,380.00	00156639
AUDIO DYNAMIX INC	V6407736	4410	949.30	00155628
			4,326.16	00155935
			3,025.62	00156557
		6490	7,213.22	00156557
AUDIO RESOURCE GROUP INC	V6411241	6490	4,160.00	00155936
AUGUSTIN EGELSEE LLP	V6407847	5821	15,000.00	00155764
AUHSD	V6400400	4390	263.00	00155708
AVANT ASSESSMENT LLC.	V6413395	4320	437.50	00155988
AVID CENTER	V6400410	4310	58.88	00156719
		5210	2,475.00	00155765
			1,650.00	00156144
			4,125.00	00156558
			2,775.00	00156640

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AWARDS BY PAUL	V6400412	4310	431.00	00155766
			217.12	00156236
			189.10	00156514
			1,660.16	00156641
			362.04	00156455
B AND H PHOTO VIDEO INC	V6400422	4310	404.06	00156641
			2,405.80	00155600
			519.22	00156047
			1,171.32	00156237
			7,531.67	00156277
			607.26	00156308
			354.85	00156515
			1,154.20	00156559
			39.98	00156237
			139.90	00155664
B AND K ELECTRIC WHOLESALE B AND M LAWN AND GARDEN INC	V6400623	4355	5,854.23	00155600
			1,853.14	00156047
			2,079.52	00156237
			6,187.62	00156277
			207.45	00155665
			411.39	00155666
			1,894.84	00155937
			601.43	00156309
			5,246.59	00156339
			605.71	00156642
BACH COMPANY, THE	V6407748	4310	196.67	00156560
			591.55	00156642
			203.86	00155629
			745.53	00156145
			67,981.20	00155601
			115.00	00156456
			1,890.00	00156429
			2,933.80	00156048
			2,145.26	00156720
			129.25	00155938
BALFOUR BEATTY CONSTRUCTION LLC BALL JR HIGH SCHOOL BANCTEC INC. BAND SHOPPE BARNES AND NOBLE	V6412996	5610	128.87	00156720
			4,400.88	00156643
			1,329.14	00156644
			504.51	00156146
			5,748.46	00156146
			11,225.25	00155989
			26.45	00156516
			250.00	00155667
			125.00	00156147
			125.00	00156340
BARNEY'S BLENDS INC. BAUTISTA,JOHN BAVCO	V6411700	4347	250.00	00156645
			1,628.75	00156148
			230.85	00156517
			1.74	00155990
			50.06	00155575
			532.68	00156149
			309.89	00156387
			512.12	00156149
			49.37	00156518
			96.00	00155939
BEACON DAY SCHOOL BEAN, KATIE BEE BUSTERS	V6409269	5860	300.00	00156150
			1,628.75	00156148
			230.85	00156517
			1.74	00155990
			50.06	00155575
			532.68	00156149
			309.89	00156387
			512.12	00156149
			49.37	00156518
			96.00	00155939
BELLFLOWER MUSIC BENNETT, MIKE BERMUDEZ, MARIA BERTRAND'S MUSIC BEST BUY FOR BUSINESS	V6400477	4310	300.00	00156150
			1,628.75	00156148
			230.85	00156517
			1.74	00155990
			50.06	00155575
			532.68	00156149
			309.89	00156387
			512.12	00156149
			49.37	00156518
			96.00	00155939
BIG D SUPPLIES BIOMETRICS4ALL INC BLACKSHEAR, SHERRITA	V6400508	4355	300.00	00156150
			1,628.75	00156148
			230.85	00156517
			1.74	00155990
			50.06	00155575
			532.68	00156149
			309.89	00156387
			512.12	00156149
			49.37	00156518
			96.00	00155939

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
BLICK ART MATERIALS LLC	V6401357	4310	638.92	00155809
			1,035.06	00155940
			2,212.30	00156646
		4410	1,017.97	00155576
			1,739.58	00155940
			761.25	00156646
BODNO LLC	V6413386	4310	684.00	00156721
		4410	3,016.00	00156721
BOGGS, AMANDA	V6412487	5220	80.62	00156457
BONDED CLEANERS	V6411953	5560	694.20	00156430
BOOK SYSTEMS INC	V6412321	4315	63.54	00156238
BOOMERANG PROJECT	V6408986	4310	2,295.00	00156310
BORDER TIRE	V6413240	4386	5,569.43	00156239
BOYD, LOREES	V6413047	5880	623.81	00156278
BPS SUPPLY GROUP	V6400476	4355	275.39	00155709
			43.17	00156341
BRAINPOP LLC	V6407109	5880	1,895.00	00155630
BREA ORANGE COUNTY PLUMBING HEATING	V6412728	5610	3,081.00	00155991
BREWER, AMANDA	V6412654	5220	124.00	00155710
			81.26	00156722
BRIDGEPORT GOLF CARS	V6413224	5610	1,292.85	00156311
			446.56	00156561
BROAD REACH	V6409686	4210	729.70	00155992
BROAD, TERA	V6412610	5230	50.00	00156519
BROOKHURST JUNIOR HIGH SCHOOL	V6400602	8699	37.96	00156562
BSN SPORTS	V6400615	4310	234.81	00156151
			2,315.04	00156431
			1,994.07	00156723
BSN SPORTS LLC	V6412536	4310	4,926.03	00156432
		4410	2,939.42	00156432
BUDDY'S ALL STARS INC	V6406311	5630	4,764.50	00156563
		9320	586.16	00156724
BUSINESS MACHINES UNLIMITED	V6400636	5610	150.00	00156564
BUSWEST LLC	V6407892	4376	410.61	00156520
		4385	56.60	00156520
		4410	863.97	00155810
BUYSHADE.COM	V6412747	4310	465.48	00155941
		4410	592.63	00155941
CABE	V6400656	5210	18,130.00	00155732
		5805	2,500.00	00156647
CABRERA, VERONICA	V6412362	5210	56.31	00156049
		5220	74.97	00156469
			47.56	00156725
CALDERON, COURTNEY	V6413318	5210	25.00	00156152
CALIF. DEPT. OF TAX AND FEE ADMINISTRATION	V6404444	4381	479.62	00155711
CALIFORNIA CUSHION COMPANY INC.	V6411382	4355	40.80	00156240
CALIFORNIA DEPARTMENT OF EDUC.	V6400688	8590	9,895.90	00155942
CALIFORNIA DEPARTMENT OF EDUCATION	V6400686	8660	2,077.60	00155733
			24.54	00156458
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	1,550.00	00155767
			3,326.00	00156279
CALIFORNIA PLUMBING PARTS	V6412567	4355	13,563.55	00155668
CALIFORNIA RETROFIT INC	V6406910	4355	993.45	00155669
			145.47	00156241
			422.93	00156342
CALIFORNIA SPECIAL NEEDS LAW GROUP	V6411853	5821	3,830.00	00155768
CALIFORNIA YELLOW CAB	V6413351	4310	245.00	00156153

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CALIFORNIANS TOGETHER	V6408384	5210	50.00	00156726
		8699	500.00	00156726
CAMERON WELDING SUPPLY	V6400741	4310	577.42	00155734
		4355	61.15	00155670
CAMPBELL, DENISE	V6409293	5210	259.00	00156388
CAPISTRANO GOLF CARS INC	V6411745	4320	76.50	00156470
		4410	1,286.47	00156470
		5610	814.90	00156470
			1,250.56	00156648
CAPITAL STREETSCAPES LLC	V6413194	4320	960.00	00155943
CARE YOUTH CORPORATION	V6412565	5860	5,898.00	00155602
			74,846.00	00155993
CARMAN, CANDICE	V6412031	5220	73.66	00155874
CARNEGIE LEARNING INC.	V6411378	4150	1,059.76	00155944
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	1,411.57	00156242
			345.88	00156565
			574.31	00156566
CARRASCO, EFREN	V6406639	8699	274.20	00155875
CARRILLO, LILIANA	V6412887	5210	22.85	00156082
CART MAN INC, THE	V6404668	5610	806.49	00155811
			308.71	00155994
CASCIO INTERSTATE MUSIC	V6409600	4310	104.88	00156343
CDW GOVERNMENT INC.	V6400819	4410	2,931.44	00155812
			125.61	00156243
			1,883.94	00156389
			192.51	00156649
CENGAGE LEARNING	V6404723	4210	1,109.83	00156244
		4310	1,350.50	00156459
			6,570.61	00156471
			1,530.04	00156567
			1,558.34	00156727
CENTER FOR DRUG FREE COMMUNITIES	V6400833	5880	5,200.00	00155876
CERASUOLO, KATHRYN	V6412765	5220	94.25	00155877
CERTIFIED TRANSPORTATION SVCS	V6400852	5620	6,779.11	00156472
CERVANTEZ MARTINEZ, PATRICIA	V6413139	5880	143.55	00156245
CHANDLER MUSIC INC.	V6412865	4310	351.43	00156390
CHAVEZ, ARACELI	V6408992	5210	105.94	00156521
CHEFS' TOYS	V6410110	4310	2,412.37	00156154
CHENG, ADELE	V6409048	5210	26.80	00155735
CHILD SHUTTLE	V6406415	5870	2,054.00	00155813
			1,152.00	00156460
CHILDERS, KAITI	V6412258	5210	33.46	00155945
CHINARIAN, JERI	V6402319	5210	993.98	00155631
CHOI, CHRISTINA	V6408733	5210	62.74	00156083
CHRISTIAN BUILDING MATERIALS	V6400919	4355	272.61	00155671
			325.94	00156344
CHUNG, HELEN	V6402028	8699	85.00	00156728
CISCO'S SHOP INC.	V6411971	4355	296.28	00155946

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CITY OF ANAHEIM	V6400957	5520	246,847.00	00155821
			64,302.78	00156084
			225,629.25	00156729
		5530	37,571.19	00155821
			13,764.10	00156084
			41,603.44	00156729
		5580	30,717.06	00155821
			8,064.56	00156084
			31,148.99	00156729
		5805	2,408.00	00155995
CITY OF BUENA PARK			3,075.17	00155878
V6400958	5580		315.02	00155878
CLAIM RETENTION SERVICES INC.	V6408940	5810	264.00	00155879
CLARK SECURITY PRODUCTS	V6400966	4355	2,524.68	00155672
			787.26	00155947
			537.41	00156345
			851.01	00156650
COCO PRINTING AND GRAPHICS	V6410045	5810	1,695.99	00156391
COLLEGE BOARD	V6401012	5310	400.00	00156433
COLON, MELIDA DIAZ	V6409180	5210	33.46	00156568
COLON, TAMARA ELIZABETH	V6412357	5810	525.00	00155996
			150.00	00156473
COMPLETE OFFICE OF CA	V6411539	9320	102.79	00155814
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	175.00	00155632
			525.00	00156346
CONTAINER ALLIANCE	V6412976	4410	3,058.17	00156280
CONTINENTAL CHEMICAL AND SANITARY	V6409578	9320	861.73	00155633
			13,787.69	00155736
COOKE, MARYJO	V6407036	5210	25.00	00156392
		5220	154.80	00156312
COPPLE, JOHN	V6413310	4310	377.42	00155577
			377.42	00156730
			74.94	00156731
CORTEZ, LORENA	V6412054	8699	74.94	00156731
CREATIVE BUS SALES	V6409840	4376	9,752.46	00155603
CRESPO, MARIA ADELA	V6413407	5220	7.89	00155997
CRISP IMAGING	V6408990	4320	10,084.32	00155948
CROOKS, ANDREA NICOLE	V6413238	5210	1,329.14	00156569
CULVER NEWLIN	V6411589	4310	480.30	00156570
		4320	2,815.67	00156570
		4410	8,559.22	00156085
CUMMINS PACIFIC LLC	V6401190	5610	448.73	00155737
CVT RECYCLING	V6407455	4347	181.20	00156347
		5580	924.16	00155634
CYPRESS HIGH SCHOOL	V6405640	5880	10,183.00	00156393
DADDARIO, SARA	V6411580	5210	435.86	00155712
DAIGNAULT, KARIN	V6402510	5220	17.52	00156732
DAILY SAW SERVICE	V6409559	5910	75.80	00156281
DAKTRONICS	V6408432	5610	2,914.70	00155604
DALE JUNIOR HIGH ASB	V6405581	5810	690.00	00156474
		8699	21.14	00155673
		134.70	00156571	
DAM, ANGEL	V6409471	5220	41.41	00155578
			2.09	00156155
DANCE EQUIPMENT INTERNATIONAL	V6413296	4310	431.00	00155579
		4410	2,401.94	00155579
DAVIS, STEVE	V6404476	5310	542.79	00155949
DECHENE, JOHN	V6412676	5210	612.23	00156050

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
DECKER INC	V6401302	4347	1,809.22	00155769
		4410	6,031.14	00155815
DEL SOL SCHOOL	V6411308	5860	4,308.00	00155998
DEMCO INC	V6401318	4315	125.83	00156156
		9320	206.63	00156246
DEMO PLUS	V6406119	5610	15,500.00	00156086
DEVEREUX TEXAS TREATMENT NETWORK	V6401339	5860	320.00	00155580
			320.00	00156461
DEXT TECHNOLOGIES USA	V6413430	4310	1,407.93	00156733
DHAWAN, SONITA	V6410951	5220	45.12	00155880
			18.73	00156734
DIGITAL NETWORKS GROUP INC	V6409316	4310	200.77	00156247
DION, CANDACE	V6408224	5880	300.00	00156486
DISPLAYS4SALE	V6412642	4410	3,422.40	00156434
DOMINGUEZ, JANET	V6413408	5220	6.26	00155999
DON JOHNSTON INC	V6401390	4310	1,509.84	00156000
DUMBELL MAN FITNESS EQUIPMENT, THE	V6413394	4410	2,284.11	00156735
DUNN EDWARDS PAINTS	V6401448	4355	3,901.23	00155674
			197.63	00156001
			2,407.45	00156348
			1,299.41	00156462
DURKIN, MARY JO	V6411672	5210	1,329.14	00156651
DUTTON, DAVID	V6413400	5210	21.22	00156051
DYVIG, ABBIGAIL	V6413429	5210	386.04	00156572
E.B. BRADLEY COMPANY	V6401456	4355	497.75	00156052
			126.27	00156248
EBERHARD EQUIPMENT	V6405532	4347	154.21	00155675
			73.25	00156249
ECONOMY RENTALS INC	V6401478	5610	128.98	00155816
		5620	571.81	00155676
			245.86	00155816
			533.68	00155881
			1,056.46	00156522
			337.81	00156652
EDUCATIONAL INNOVATIONS INC	V6401510	4310	165.26	00156250
EIDIM AV TECHNOLOGY	V6413281	4310	2,197.26	00156053
		4410	1,494.12	00156394
ELLISON EDUCATIONAL EQUIP.INC.	V6401568	4310	65.00	00156002
		4315	77.79	00156002
EMERGENCYKITS.COM	V6412517	4310	1,837.47	00156653
ENABLING DEVICES	V6401583	4310	204.85	00156654
EUSEBIO, JULIE	V6411462	4310	1,607.28	00156054
EWING IRRIGATION PRODUCTS	V6401634	4355	3,074.89	00155677
			1,316.60	00156055
			597.99	00156251
			187.66	00156573
FARMAN, JUANA	V6406999	5220	132.18	00155822
FARMERS AND MERCHANTS BANK	V6412156	5880	13,465.42	00156157
FARR'S CUSTOM CARBIDE TOOLING	V6410142	4355	55.66	00155713
			49.91	00155882
			53.27	00156655
FEDEX	V6401675	5610	27.83	00156349
			27.83	00156487
		5910	47.93	00156252
FELIX, STEPHANIE	V6412478	5220	110.79	00156003
			102.36	00156656



<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
FENN TERMITE AND PEST CONTROL	V6401679	5610	1,466.00	00155606
			1,301.00	00156159
FERGUSON ENTERPRISES INC	V6409823	4345	90.33	00155770
		4355	2,336.14	00155770
			179.36	00155823
			28.25	00156004
			616.57	00156160
			139.35	00156253
			494.29	00156282
			9.58	00156574
			630.67	00156657
		4410	943.65	00155770
			774.72	00156160
FERGUSON, JULIANN	V6412657	5210	1,047.79	00155824
			32.00	00156161
FERREE'S TOOLS INC.	V6401681	4355	1,861.22	00156575
FERRELLGAS LP	V6411875	5810	1,902.77	00155607
			8,588.45	00155771
			1,219.85	00155825
			4,146.81	00155950
			1,035.51	00156005
			4,245.34	00156162
			2,042.86	00156283
			3,184.00	00156350
			1,029.00	00156395
			1,497.32	00156488
			384.57	00156576
			1,594.18	00156658
			748.65	00156736
FIELDHOUSE, MARK	V6402986	4310	522.40	00156737
FIMBRES, MARIA	V6413188	5210	66.92	00156659
FIVE STAR RUBBER STAMP INC	V6405116	4320	78.16	00156660
FLEET SERVICES INC	V6405625	4370	174.18	00156163
		4376	1,950.92	00156163
			370.62	00156254
			71.48	00156435
			1,053.47	00156577
		4385	82.79	00156163
			926.91	00156435
		4387	101.27	00156577
		4410	601.87	00155826
		5610	259.07	00156577
FLINN SCIENTIFIC INC	V6401708	4310	1,815.21	00156164
		4410	763.84	00156164
FLIPPEN GROUP LLC, THE	V6412132	5810	1,500.00	00156661
FLORES, STEPHANIE	V6412292	5220	138.62	00155608
			141.40	00155827
			141.40	00156006
			169.07	00156662
FOLLETT SCHOOL SOLUTIONS INC.	V6411526	4210	2,442.25	00156351
			528.01	00156489
		4310	3,617.27	00156165
			630.38	00156489
FREEMAN, LISA	V6410779	4210	180.00	00156166
		4310	32.88	00156166
FUJIMOTO, DIANA	V6401342	5210	1,329.14	00156533
		5220	46.98	00156255

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
G M BUSINESS INTERIORS	V6412498	4320	421.85	00156167
GALE SUPPLY CO	V6401798	9320	611.19	00155609
GANAHL LUMBER CO	V6401804	4355	25.77	00155610
			1,773.32	00155772
			2,506.75	00155828
			267.37	00155883
			287.27	00156168
			2,174.94	00156256
			56.78	00156352
			2,100.60	00156578
			119.48	00156663
GANGNATH, ERIKA	V6401597	5210	22.85	00156169
GANS INK AND SUPPLY CO. INC.	V6412496	4320	1,018.24	00156436
			1,208.95	00156490
			538.75	00156664
GARCIA, HAYDEE	V6413275	5870	244.16	00156313
GAS COMPANY, THE	V6404372	5510	877.65	00155951
			18,716.99	00156170
GATEWAY URGENT CARE CENTER	V6407482	5810	255.00	00155611
			170.00	00156491
GEARY PACIFIC SUPPLY	V6401824	4355	234.88	00155773
GEORGE, EUGENIA	V6408466	5210	98.78	00156492
GIANNELLI ELECTRIC INC.	V6401857	5610	7,346.00	00155774
GIEM, STACEY	V6406144	5880	300.00	00156493
GILBERT HIGH SCHOOL	V6407727	5880	2,396.00	00156396
		8699	12.09	00156579
GILBERT SOUTH ASB	V6407543	5880	400.00	00156171
GILBERT, JEFF	V6411446	5220	23.43	00155775
GILMAN, GARY R.	V6410259	5810	280.00	00156172
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4310	332.75	00156257
		4347	572.81	00155776
			464.90	00156173
			57.58	00156257
			176.01	00156580
		4410	651.89	00155884
		9320	276.96	00155829
GLOWFORGE INC	V6413341	6490	5,920.87	00156581
GOLDEN STATE PAVING CO INC	V6408228	5610	800.00	00155830
GOLDEN STATE WATER COMPANY	V6408018	5530	17,784.43	00156284
			18,178.54	00156353
GOMPERT, KEN	V6402566	5880	900.00	00156494
GONZALES, EMILY	V6413401	5220	2.67	00155952
GONZALEZ, LAURA	V6410576	5220	107.59	00155953
GOPHER SPORTS EQUIPMENT	V6401902	4310	399.31	00155612
			458.17	00155777
			5,190.02	00156174
		4410	3,093.09	00156174
			739.54	00156665
GORENSHTEYN, EUGENE	V6413178	5210	15.54	00155613
GORM INC	V6401904	4347	652.70	00155778
		9320	220.46	00156175
GOV CONNECTION INC	V6406748	5880	2,401.86	00156007
GOVERNMENT FINANCIAL STRATEGIES	V6401906	5880	3,565.98	00156176
			562.50	00156354
			3,216.24	00156666

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
GRAINGER	V6404982	4355	329.95	00155779
			153.27	00155831
			1,247.58	00156177
			402.95	00156285
			358.88	00156355
			269.62	00156495
			673.74	00156582
		4387	100.45	00155831
		4410	4,378.14	00156285
GRAMMY MUSEUM	V6410933	5880	166.00	00155780
GRAYBAR ELECTRIC COMPANY	V6401918	4355	166.02	00155781
			110.80	00156356
		6490	18,632.99	00156008
GREAT SCOTT TREE SERVICE INC	V6412538	5610	2,250.00	00156178
GREATER ANAHEIM SELPA	V6401927	5805	15,433.70	00155782
		8311	158,978.56	00155832
			148,978.56	00156534
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	1,370.25	00155783
			3,237.49	00156179
			374.10	00156357
GROVE, KELLY A.	V6409563	5220	127.43	00155833
GST INC.	V6401950	4310	3,845.92	00156258
GUPTON, JACK	V6411080	5210	119.90	00156496
H AND H AUTO PARTS WHOLESAL	V6401967	4370	304.81	00156180
		4376	567.81	00156180
		4385	147.66	00156180
			84.83	00156286
			647.54	00156437
			359.05	00156583
HALDEMAN INC.	V6407148	4410	682.00	00155714
HAMILTON CEILING SYSTEMS	V6412008	5610	19,581.00	00156584
HARDAWAY, HOWARD AND MELISSA	V6411288	5880	62.81	00156259
HART, DANIEL	V6412994	5210	549.32	00155834
HATCHER, PATTY	V6408994	5210	880.15	00155835
		5220	111.24	00156260
			19.95	00156535
HAULAWAY STORAGE CONTAINERS INC.	V6410468	5610	375.00	00156497
		5620	383.60	00155784
			383.60	00156497
HEALTHMASTER HOLDINGS LLC	V6412834	5880	18,750.00	00155614
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	4,122.08	00155836
HENDRICKSEN, KYLE	V6409024	5210	1,329.14	00156667
HERNANDEZ, SERGIO	V6412011	5210	1,329.14	00156536
HERRERA, CAROLINA	V6413402	5220	6.96	00155954
HILLYARD FLOOR CARE SUPPLY	V6402055	4347	48,756.99	00156523
HOLLANDER GLASS INC	V6402071	4310	55.06	00155615
			254.26	00155785
			136.44	00156397
HOLLYWOOD SOUND SYSTEMS INC	V6402073	5620	29,200.75	00156524

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
HOME DEPOT CREDIT SERVICES	V6405234	4310	228.41	00155787
			426.53	00156498
		4320	3.22	00155787
			70.94	00156181
			46.24	00156182
			48.42	00156358
		4347	70.92	00155787
			34.42	00156181
			58.10	00156287
			29.27	00156585
		4355	3,446.53	00155787
			1,681.04	00155885
			107.61	00155886
			2,721.19	00156181
			1,870.53	00156358
			990.22	00156585
			540.73	00156668
		4375	13.80	00156181
			68.50	00156287
			197.14	00156668
HOME ECONOMICS EDUCATION HETAC	V6409748	5210	460.00	00156537
HONORS GRADUATION LLC	V6411298	4320	4,395.54	00156183
HOOS, SHANNON	V6409552	5210	218.31	00156499
HORIZON	V6408259	4347	1,053.38	00155788
HOUGHTON MIFFLIN HARCOURT	V6407563	4310	212.88	00156184
			212.88	00156261
			212.88	00156398
HOWARD INDUSTRIES	V6402088	4355	638.42	00155789
			215.30	00156399
HUISMAN, MATTHEW	V6408438	5210	706.07	00156400
HUNTINGTON BEACH U.H.S.D.	V6402101	5620	4,565.25	00156500
HUTTNER, HEATHER	V6412032	5220	50.75	00155837
ICS SERVICE CO.	V6406452	5610	1,564.00	00155838
IMAGE APPAREL FOR BUSINESS	V6402628	4345	246.51	00155887
			14.02	00156185
			34.55	00156669
IMAGE SOURCE	V6412458	4320	581.86	00156438
INLAND TOP SOIL MIXES INC.	V6402153	4347	2,316.63	00155839
			2,779.95	00156401
			1,341.49	00156670
INTELESYSONE INC.	V6412444	4310	1,248.44	00156186
INTERNATIONAL E Z UP INC	V6412784	4310	269.38	00155616
			94.82	00155840
		4410	2,016.66	00156359
IPC USA INC.	V6410467	4382	46,385.57	00156501
J AND A FENCE	V6409989	5610	5,750.00	00156538
J.W. PEPPER AND SON INC.	V6402214	4310	1,022.05	00155715
			183.18	00156288
			305.05	00156360
			344.92	00156502

<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	554.41	00155888
			731.05	00156187
			98.25	00156361
			186.79	00156586
			127.14	00156671
		4370	262.84	00156187
			142.73	00156439
			46.64	00156586
		4375	1,012.33	00156187
			107.80	00156289
			26.93	00156439
			110.58	00156586
		4376	32.23	00156187
			37.13	00156289
			723.36	00156439
			322.01	00156586
		4385	48.70	00156187
			65.02	00156289
			(171.86)	00156439
			309.37	00156586
		4387	474.24	00156439
		4410	2,310.93	00155790
			-	00156361
JART DIRECT MAIL SERVICE	V6402271	5910	5,633.71	00156009
JASPER ENGINES AND TRANSMISSIONS	V6409131	4410	342.86	00156188
JAUREGUI, JOSE	V6411346	5220	8.00	00156587
JAUREGUI, ROBERT	V6411548	5220	8.00	00156503
JEYCO PRODUCTS INC	V6402332	4375	1,427.43	00156189
			116.39	00156290
			1,562.11	00156440
		4387	211.29	00156189
JFK TRANSPORTATION CO INC	V6413170	5620	8,040.00	00156190
			920.00	00156291
			3,315.00	00156504
JHM SUPPLY INC.	V6411647	4355	660.19	00155841
			1,883.22	00155889
			1,596.72	00156191
			1,722.53	00156362
			1,408.87	00156672
JOE RHODES MAINTENANCE SERVICE	V6402367	5610	1,436.57	00156441
JOHNSON AND WALES UNIVERSITY	V6402411	5210	595.00	00156192
JOHNSON, GINA	V6413227	5210	299.99	00156402
JOHNSTONE SUPPLY	V6402415	4355	28.28	00155791
JOJOLA, TERESA	V6412951	5210	57.12	00156292
JONES SCHOOL SUPPLY	V6402421	4310	210.70	00155617
JUGO, JOHN PAUL	V6412890	5210	1,244.00	00156403
JUNIOR LIBRARY GUILD	V6402477	4210	96.18	00155618
KAP7 INC	V6409346	4310	747.74	00155842
KARMATECH INC	V6412903	4410	18,716.18	00155843
KATELLA HIGH SCHOOL	V6402515	5810	5,205.00	00156673
		5880	7,787.00	00156404
			160.00	00156505
		8699	941.66	00155678
			1,389.46	00156588
KENNEDY HIGH SCHOOL	V6402571	5880	8,386.00	00156405
		8699	11.25	00155679
			92.34	00156589

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
KERSTEN, JOHANNA	V6406865	5210	831.80	00156010
KEYBOARD CONCEPTS INC.	V6413352	6490	9,156.60	00156293
KIM, SAM	V6413091	5220	98.60	00156314
KING, DON JAY	V6408028	5210	1,190.39	00155844
KINGDOM, JAMES	V6413397	5210	88.68	00155955
KNIGHT, JOHN	V6402393	5721	203.00	00155845
			83.20	00156193
KNORR SYSTEMS INC.	V6402610	4355	7,370.10	00155846
			4,094.50	00156539
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	5810	20,340.00	00155792
			3,222.00	00156475
KOREAN AMERICAN EDUCATION FOUNDATION	V6412949	5805	1,080.00	00156011
KURAMOTO, DIANE	V6409318	4310	1,660.00	00156262
KUSTOM IMPRINTS	V6408734	4310	754.23	00156506
		4320	594.24	00156506
KUTA SOFTWARE	V6409466	5880	253.43	00156540
KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	V6412795	4310	47,709.27	00155635
			42,525.47	00155793
			98,966.87	00156739
		4320	6,718.92	00155635
			6,542.75	00155847
			12,254.72	00156739
LABELL EXCHANGE	V6412680	5918	600.00	00156012
			600.00	00156740
LAM, JANE	V6412453	5220	3.48	00155848
			3.48	00156674
LANG, CASEY	V6413425	5210	1,191.62	00156315
LANGUAGE NETWORK INC	V6409301	5810	1,180.50	00155849
			1,843.75	00156675
LAU, JUNE	V6413121	5210	966.78	00156406
LAW OFFICES OF MICHAEL E. JEWELL	V6413379	5821	3,000.00	00155794
LE, CAITLIN	V6411725	5220	52.61	00155850
			38.69	00156676
LEADERSHIP INSPIRATIONS	V6413387	5880	3,000.00	00155795
LEE, ANDY	V6411388	5210	1,329.14	00156541
LEE, GRACE	V6412783	4310	397.75	00156316
			89.63	00156741
LEE, MARYANNA	V6411863	5210	34.66	00156194
LETTER PERFECT SIGNS	V6402726	4355	202.03	00156195
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	5810	956.00	00156507
		8699	573.50	00155680
			796.64	00156590
LIBERTY PAPER	V6410278	9320	3,816.51	00156294
LINCOLN EQUIPMENT INC	V6402750	4355	1,680.90	00156591
LITTLE FOX ONLINE	V6413345	5880	180.00	00156363
LIZARRAGA MIRALDA, RAQUEL	V6413314	5220	85.58	00156317
			67.11	00156677
LOARA ASB	V6402803	5810	2,992.00	00156196
		5880	8,386.00	00156407
		8699	693.56	00155681
			1,221.32	00156592
LOCKERTAGS LLC	V6412849	4310	379.00	00156013
LONG BEACH USD	V6406012	5210	775.00	00156197
			2,325.00	00156318
LOPEZ, CYNTHIA D.	V6407771	5220	92.80	00155956
LOS ANGELES FREIGHTLINER INC	V6402833	4370	896.52	00156295
			90.54	00156442

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
LUCYS LAUNDRY ANAHEIM	V6412017	5560	70.15	00155851
			124.25	00156508
LUNDQUIST, KATHY	V6402536	5220	36.54	00156319
LUX BUS AMERICA COMPANY	V6412135	5620	6,000.00	00155796
			5,400.00	00156198
M COACH	V6413167	5610	1,502.29	00156320
		5620	15,825.48	00155797
			1,502.29	00155957
			8,290.30	00156320
			1,295.57	00156408
MACKIN LIBRARY MEDIA	V6402903	4210	7,026.60	00155890
			115.68	00156199
			167.93	00156409
			1,334.80	00156593
		4310	506.40	00156678
MAG TROL INC	V6402913	4355	480.57	00156542
MAGCALAS, JOSE	V6412794	5210	1,329.14	00156543
MAGNOLIA HIGH SCHOOL	V6402920	5880	403.24	00156200
			5,990.00	00156410
		8699	12.86	00155682
			62.89	00156594
MAGUIRE, CHRISTINA	V6413239	5210	1,329.14	00156544
MAINTEX INC.	V6411331	9320	4,769.55	00156595
			4,930.91	00156679
MARCUS MANAGEMENT SOLUTIONS	V6411856	5805	12,978.00	00156680
MARKER MAN, THE	V6413391	4310	1,053.20	00156321
MC COY MILLS FORD	V6411093	6490	41,202.35	00156596
MC FADDEN DALE HARDWARE CO	V6403056	4355	812.93	00155798
			327.42	00155891
			390.81	00156201
			1,741.71	00156443
			532.25	00156681
		4375	18.96	00156201
MEDCO SPORTS MEDICINE	V6405872	4310	331.66	00156296
		4320	1,395.48	00156411
MICRO CONNECTORS INC.	V6412826	4320	232.85	00156322
MIKE ELAM CONSTRUCTION	V6412866	5610	1,045.00	00155852
			1,615.00	00156545
MIKES FALCONRY SUPPLIES INC	V6413376	4347	110.51	00155799
MISSION LINEN SUPPLY	V6411115	4388	288.96	00156202
			98.62	00156297
			197.24	00156444
			98.62	00156597
MOBILE INDUSTRIAL SUPPLY	V6407890	4375	56.84	00156298
MOEN, MELINDA	V6411463	4310	159.18	00155800
MONTGOMERY HARDWARE CO.	V6405624	4355	171.98	00155801
			1,886.30	00156203
			6,732.06	00156412
MORSCO SUPPLY LLC	V6412910	4355	101.98	00155619
			115.33	00155802
			1,195.36	00156204
			245.44	00156445
MUSIC AND ARTS CENTER	V6411397	4310	251.54	00155892
			1,677.80	00156014
			999.88	00156205
		4410	518.48	00156299
MUSIC EDUCATION CONSULTANTS INC.	V6413426	5210	1,785.00	00156446

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
N2Y LLC	V6405551	4310	186.42	00155716
		5880	186.42	00155716
			1,018.60	00155853
NAKAYAMA, ROBERT	V6409891	5210	1,329.14	00156546
NAOMY X MACHADO CECENA	V6412688	5810	560.00	00156206
NASCO	V6403253	4310	210.00	00155620
			1,092.36	00156015
			177.96	00156207
			48.10	00156263
			103.76	00156447
		4410	812.49	00156015
NATIONAL CINEMEDIA LLC	V6413306	5880	5,461.25	00156413
NAUDIN, JESSICA	V6413164	5210	1,336.38	00155958
NAVARRO, MONICA	V6412545	5220	85.20	00156323
			38.28	00156509
NEELY, PATRICIA	V6411271	5210	778.67	00155621
NEWEGG BUSINESS INC	V6412716	4320	113.78	00156324
NGUYEN HUYNH, MONIQUE	V6413191	5220	46.98	00156016
			26.68	00156510
NGUYEN, AMY	V6412777	5220	27.26	00155854
			65.83	00156682
NGUYEN, CHINH	V6412608	5220	104.98	00156325
			64.38	00156511
NIMCO	V6403365	4310	227.17	00156017
			758.42	00156598
NORTH ORANGE COUNTY REGIONAL	V6403384	4390	74.67	00155959
		5100	636,976.94	00155803
			636,976.94	00156547
		5805	1,409.70	00155803
NORTHSTAR AV LLC	V6411265	4310	116.37	00156683
NOVELO RAMIREZ, JOANNA	V6413403	5220	0.92	00155960
NUMAINVILLE, JEFF	V6407833	5210	893.95	00155961
O.C.A.D.A.	V6407016	5880	375.00	00155717
			250.00	00156103
			250.00	00156463
			625.00	00156685
OCCIDENTAL COLLEGE	V6412394	5210	3,180.00	00156600
OCDE	V6403452	5210	175.00	00155636
			170.00	00156057
			250.00	00156264
		5870	61,684.33	00156326
		7141	252,415.55	00156476
			72,393.28	00156742
OFFICE DEPOT	V6403421	4310	56.41	00155683
			299.93	00155962
		4320	363.54	00155637
			80.34	00155683
			172.40	00155738
			1,239.62	00155893
			37.81	00156058
			206.69	00156104
			64.96	00156686
			483.81	00156743
OFFICE SOLUTIONS BUSINESS PRODUCTS	V6411976	9320	67.24	00155855
OLIVE CREST ACADEMY	V6410765	5860	6,678.70	00155856
			18,427.40	00155963
ORANGE COUNTY BEARING	V6409966	4355	27.53	00156744



<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
ORANGE COUNTY HEALTH CARE AGENCY	V6407003	5810	135,566.72	00155894
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	13,700.00	00156105
ORANGE COUNTY REGISTER	V6403461	5880	1,368.00	00156687
ORANGE COUNTY TRANSIT AUTHORITY	V6406414	5880	1,520.00	00156601
ORANGE UNIFIED SCHOOL DISTRICT	V6406015	5620	998.75	00155895
ORANGEVIEW JR HIGH SCHOOL	V6403468	5810	115.00	00156364
		8699	7.74	00155684
			1.35	00156602
O'REILLY AUTO PARTS	V6411401	4370	1,413.12	00156056
			167.28	00156208
			272.51	00156599
		4375	17.22	00156056
			102.42	00156208
		4376	(65.62)	00156056
			119.59	00156599
			708.93	00156684
		4385	33.43	00156056
			59.56	00156684
ORIENTAL TRADING COMPANY	V6403475	4310	186.91	00156087
			238.59	00156603
ORR, CHRISTL	V6400931	5210	151.04	00155896
ORR, KAREN	V6407564	5210	1,107.10	00155581
			240.45	00156059
ORTA RODRIGUEZ, IRLANDA	V6413279	5220	22.85	00156365
ORVAC ELECTRONICS	V6403479	4320	1,132.64	00156604
		4350	120.67	00156604
		4355	131.54	00155685
			274.02	00155897
			94.70	00156745
OXFORD ACADEMY	V6403485	5880	8,386.00	00156414
		8699	45.62	00156605
PADILLA, MARIA	V6406188	5210	22.85	00156300
PALMER, DONALD	V6405811	5220	19.72	00155739
			44.08	00156606
			20.88	00156688
PARADIGM HEALTHCARE SERVICES	V6403536	5810	1,000.00	00155898
			1,963.59	00156060
			36,900.00	00156366
PARK, ESTHER	V6411350	5220	101.21	00156327
			56.84	00156525
PARKER AND COVERT LLP	V6403544	5821	5,380.50	00155686
			7,740.56	00156607
PARKHOUSE TIRE INC.	V6403547	4386	2,926.37	00156061
PASCO SCIENTIFIC	V6403556	4310	463.33	00155899
		4410	636.81	00155899
PASSARO PH.D., PERRY	V6411634	5810	275.00	00155687
			1,650.00	00155857
PATINO, REUBEN	V6403910	5220	122.50	00155900
			190.47	00156608
PAVASARS, JOHN	V6408437	5220	180.26	00156209
			156.83	00156689
PAXTON PATTERSON	V6403589	4310	867.11	00156088
			129.30	00156609
PDT INC	V6412151	4375	828.76	00156690
PEAP	V6411299	4310	330.00	00156089

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
PENNER PARTITIONS INC	V6403625	4355	93.74	00155688
			343.73	00156106
			152.46	00156610
PERFECT HARMONY BOOSTERS	V6410512	5620	250.00	00156611
PERMA BOUND	V6403638	4210	1,250.00	00156612
		4310	1,426.98	00156612
PEST OPTIONS INC	V6406848	5610	495.00	00156107
PETERS, JOANNA	V6413382	5210	86.60	00155582
			360.14	00156415
			397.17	00156613
PHAM, DEBBIE	V6412543	5210	154.06	00156691
PHAM, RICK	V6406082	5220	135.20	00156108
			52.32	00156328
PHANTOM PROJECTS	V6406776	5880	461.00	00156614
PHILLIPS, IMELDA	V6413328	5210	33.46	00156692
PINNACLE PETROLEUM INC.	V6412426	4381	29,801.27	00156265
PIPS	V6407384	3601	324,095.36	00156464
		3602	108,031.77	00156464
PITNEY BOWES	V6403677	5910	5,234.55	00155858
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	753.57	00155901
			583.40	00156109
			23.85	00156615
POGGIO, RANDY	V6411750	5210	1,329.14	00156616
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	2,312.83	00155689
			502.10	00155740
			2,069.16	00155902
			777.56	00156617
POOR RICHARD'S PRESS	V6412712	4310	177.84	00156618
PORTER BOILER SERVICE INC	V6412640	5610	690.00	00156619
PORTVIEW PREPARATORY	V6411850	5860	15,520.00	00156210
POSITIVE PROMOTIONS INC	V6403704	4310	295.27	00156620
PRAXAIR	V6403719	4355	60.44	00155690
		4410	607.91	00155638
PREVENTION PARTNERS	V6403744	4310	134.75	00155691
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	654.13	00156110
PRISTINE REHAB CARE LLC	V6413396	5810	26,773.50	00156018
PRO ED INC.	V6403756	4310	691.90	00156090
PRO PHOTO CONNECTION INC	V6412479	4310	746.53	00155903
PROTECTION ONE ALARM MONITORING INC.	V6412084	5620	3,229.83	00156019
PRUFROCK PRESS	V6403774	4210	109.75	00156621
PSAV PRESENTATION SERVICES	V6411495	5620	950.00	00156020
			1,700.00	00156622
PYRAMID EDUCATIONAL CONSULTANTS INC.	V6403796	4310	176.63	00156021
QUALITY AIRE	V6408631	5610	1,410.22	00156266
RABBIT LASER USA LLC	V6412226	6490	7,050.00	00155692
RAE, DEREK	V6407130	5210	270.00	00155583
			767.35	00155859
RAMIREZ, MARIA T.	V6412066	5220	81.90	00156367
			59.74	00156477
RAY LITE INDUSTRIES INC.	V6411422	4355	982.68	00156022
REAL, JEANNETTE	V6411176	5220	116.17	00155904
REEL LUMBER SERVICE	V6403871	4355	35.01	00155905
			775.53	00156693
			27.58	00156746

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
REFRIGERATION SUPPLIES DIST.	V6403873	4355	3,143.67	00155693
			257.78	00155906
			2,875.24	00156111
			4,804.75	00156694
REGENTS OF THE UNIV. CALIF, THE	V6404685	5210	95.00	00156448
REINDL, SCOTT	V6409277	5210	363.32	00155964
			25.00	00156112
			10.00	00156416
RELIABLE ICE EQUIPMENT INC	V6413258	4410	3,665.08	00155639
RELIABLE SHEET METAL WORKS	V6403891	4355	193.95	00155907
RELIABLE WORKPLACE SOLUTIONS	V6403889	9320	977.51	00156113
RENEWABLE FARMS	V6413242	6490	8,500.00	00156623
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	5,861.41	00156211
REVOLVING CASH FUND	V6405190	4390	434.10	00156212
		5210	968.00	00156212
		5580	25.00	00156212
		5880	6,324.00	00156212
		5910	3,441.09	00156212
		8699	609.40	00156212
RIV OR COUNTIES PUMP COMPANY INC.	V6409881	5610	3,036.31	00155908
RODRIGUEZ, VIRIDIANA	V6412875	5220	57.94	00155584
			54.11	00156695
ROMERO, SANDRA	V6413409	5220	5.22	00156062
ROOT, JENNIFER	V6412833	5210	1,181.41	00156063
ROSEBURROUGH TOOL CO. INC	V6404014	4355	242.17	00155694
			290.60	00156696
			359.31	00156747
ROUTLEY ENTERPRISES INC	V6411368	4347	4,224.84	00156697
RUIZ FLORES, CLAUDIA	V6408647	5210	1,329.14	00156624
RUTHENBECK, LYNN	V6402876	5210	1,329.14	00156625
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	205.80	00155718
			949.28	00156267
SAFETY KLEEN	V6404072	5610	239.94	00155719
			65.00	00156064
			239.83	00156114
SALDIVAR, NATALIE	V6412045	5220	16.12	00155720
		5821	6.00	00156213
SANGREN, SCOTT	V6413399	5210	399.00	00156023
SARVI, NASREEN	V6412876	5210	157.58	00155909
SAVANNA HIGH SCHOOL	V6404130	5880	8,985.00	00156417
			415.00	00156626
		8699	66.86	00156626
SCHOLASTIC BOOK CLUBS INC.	V6404147	4210	228.59	00155860
SCHOLASTIC INC.	V6404152	4210	274.01	00155965
SCHOOL BUS PARTS	V6404157	4376	143.92	00156065
SCHOOL NURSE SUPPLY INC	V6404166	4320	202.26	00156091
SCHOOL SPECIALTY INC	V6404173	4310	4,799.53	00155721
			555.72	00155966
			637.36	00156066
			37.48	00156092
		9320	2,220.61	00155966
SCHORR METALS INC	V6404179	4355	529.30	00155910
SCIENCE LAB SUPPLIES	V6413388	4310	318.12	00156024
SCP DISTRIBUTORS LLC	V6411554	4355	477.84	00155804
		6490	16,615.32	00155804
			7,520.00	00155861

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SEHI COMPUTER PRODUCTS INC	V6404221	4310	52,028.70	00155722
			78,232.64	00155911
			32,944.64	00155967
			2,251.74	00156025
			70,750.64	00156115
			106,400.72	00156268
			32,257.59	00156698
		4320	1,144.17	00156698
		4410	58,279.54	00155722
			32,035.34	00155967
			934.79	00156115
			3,092.43	00156268
			50,216.43	00156698
		5880	2,950.00	00155911
			23,184.00	00156025
		6490	58,062.86	00155911
SELBE, DENISE	V6401323	5210	48.00	00155640
SERNA GOMEZ, MAYAN	V6413410	5220	2.90	00156067
SEWVAC LTD	V6411805	5610	1,345.58	00156026
SHAMRELL, KATHY	V6412636	8699	250.00	00155862
SHELTON, MIKE	V6403136	3701	1,816.80	00155585
SHERWIN WILLIAMS CO., THE	V6410919	4355	15.69	00155723
			167.58	00156116
SHRED IT USA LLC	V6411124	5610	79.23	00155641
			79.23	00156699
SIENKOWSKI, JACQUELINE	V6412604	5210	931.89	00156700
SIERRA, MILDRED	V6413367	5220	5.22	00155586
SIGLER INC., RUSSELL	V6410420	4355	965.68	00155724
			467.67	00156117
			1,794.04	00156418
SILBERMAN, STACEY	V6410814	5210	505.66	00155642
SIX SIGMA HVAC SERVICES INC	V6413183	5610	2,390.00	00156068
SO CAL OFFICE TECHNOLOGIES	V6406339	5620	495.65	00156269
SOBERANIS, CECILIA	V6408475	5210	157.58	00155912
SOCALGRAD	V6411708	4310	915.44	00155587
		4320	1,733.29	00155587
			2,395.31	00155643
			453.62	00155968
			12,597.06	00156368
SOCIAL STUDIES SCHOOL SERVICE	V6404322	4210	57.98	00156270
		4310	113.78	00156270
SOLARWINDS INC.	V6409947	5610	451.00	00155969
SOLIS GROUP, THE	V6412965	5810	7,293.00	00156214
			11,382.00	00156478
SOLORZANO, RAYMOND	V6411140	5210	239.30	00156329
SONRISE ELECTRIC INC	V6412124	6490	2,380.00	00156271
SOSA, KANDYCE	V6413144	5220	110.95	00155913
			68.32	00156701
SOUTH COAST AIR QUALITY	V6404356	5880	132.98	00156069
			132.98	00156118
SOUTH JHS ASB	V6405227	5810	230.00	00156369
		8699	155.39	00155695
			251.49	00156627
SOUTHEASTERN PERFORMANCE APPAR	V6404367	4310	2,463.14	00156119
SOUTHERN CALIFORNIA A.P. INC.	V6406781	5210	775.00	00156215

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	70,725.25	00155970
			43,223.08	00156702
SOUTHPAW ENTERPRISES	V6404380	4310	665.76	00155725
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	9320	7,538.03	00156070
			8,266.58	00156120
SPEECH AND LANGUAGE	V6404400	5860	27,644.38	00156272
SPICERS PAPER INC	V6404405	4320	1,510.54	00155741
SPINITAR PRESENTATION PRODUCTS	V6404407	4310	1,904.45	00155742
SPORTS FACILITIES GROUP INC	V6410318	4310	2,671.01	00156216
		5610	4,530.80	00156216
SPORTSPAGE SOCCER WAREHOUSE	V6411749	4310	2,732.32	00155914
SPOT LIGHTING SUPPLIES	V6411867	9320	369.00	00155971
SPRINT SOLUTIONS INC	V6411072	5918	320.70	00156419
STAFFREHAB	V6411260	5810	3,600.00	00155726
STAGERIGHT CORP	V6408693	4410	6,843.93	00156093
STANBURY UNIFORMS	V6406508	4310	27,099.13	00156273
		4410	1,293.00	00156273
STAPLES ADVANTAGE	V6410116	4310	69.16	00155743
			313.38	00155915
			207.56	00155972
			1,085.02	00156121
		4320	1,212.19	00155588
			674.64	00155743
			498.88	00155915
			56.43	00156121
		4410	808.13	00155743
			297.39	00156121
		9320	87.92	00155915
			262.48	00156121
STATE OF CALIFORNIA	V6404447	5880	225.00	00156330
			225.00	00156449
STEINBRICK, GAIL	V6408751	5220	142.39	00155916
STEVE WEISS MUSIC	V6410268	4310	235.45	00155973
STIFT, ASHLEY	V6411541	5210	1,329.14	00156628
STONE LANTERN FILMS INC.	V6413398	5880	675.00	00156094
STUDENT LAP TRACKER	V6412776	4310	353.25	00155744
		4410	1,315.23	00155744
SWEETWATER	V6409201	4310	350.57	00155863
			11,186.10	00155974
		4410	23,839.19	00155974
SWITZER CENTER	V6413048	5860	1,864.75	00156274
SYNERGY SPA SOLUTIONS	V6413380	5810	600.00	00156370
T MOBILE	V6410424	5918	367.20	00155917
			3,694.15	00156027
			367.09	00156548
			3,721.39	00156629
TASSEL DEPOT	V6413383	4310	858.51	00156217
TEACHERS' CURRICULUM INSTITUTE TCI	V6404621	4210	387.86	00156749
TEACHER'S DISCOVERY	V6404620	4210	376.05	00156748
		4310	191.45	00156095
TEACHFX INC	V6413248	5880	15,000.00	00156275
TEAM ATHLETICS	V6409439	4310	825.58	00156750
TEAM SPORTS AND TROPHIES	V6404625	4310	1,566.69	00156276
TELESTREAM LLC	V6413195	5880	1,494.00	00156028

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
TEXTBOOK WAREHOUSE	V6404663	4210	485.47	00155644
			878.44	00156751
		4310	268.94	00155644
			2,293.78	00156029
THEATREFOLK LTD.	V6412578	5880	444.00	00156030
THOMAS, MATTHEW	V6412272	5210	1,238.16	00155589
THOMSON REUTERS WEST	V6407958	4320	161.00	00156096
TIME AND ALARM SYSTEM	V6404729	4355	969.90	00155745
TJM PROMOTIONS INC	V6410874	4310	465.11	00156218
TOP TIER FULFILLMENT LLC	V6412635	4310	728.39	00156752
TORO AIRE INC	V6408584	4355	77.58	00156122
TOTALLY PROMOTIONAL	V6411321	4310	138.60	00155645
		5810	3,142.00	00156753
TOWNSEND PUBLIC AFFAIRS INC.	V6413003	5810	5,000.00	00156031
TRAN, THAO	V6412446	5210	51.35	00156071
		5220	51.62	00155746
			45.82	00156071
			110.20	00156703
TROXELL COMMUNICATIONS INC	V6404796	4310	743.48	00156754
TRUCK PRO PTO SALES CORPORATION	V6403784	4375	54.18	00156072
		4376	412.81	00156755
		4387	1,314.55	00156072
TUPARAN, LUIS	V6410822	5220	80.33	00156032
			106.74	00156219
			107.13	00156371
TURF STAR INC	V6404805	4347	776.75	00155747
			3.90	00155748
			211.10	00156756
U S BANK	V6406908	5880	900.00	00156526
U S BANK	V6406511	4210	3,815.60	00156073
		4310	8,194.09	00156073
		4320	356.57	00156073
		4347	601.24	00156073
		4390	5,507.75	00156073
		4710	95.91	00156073
		5210	14,645.60	00156073
		5880	354.14	00156073
UC REGENTS	V6404826	5210	10,400.00	00156220
ULINE	V6406546	5610	199.53	00155646
			129.50	00155864
			763.95	00156221
UNION AUTO SERVICE CENTER	V6404840	4370	2,984.54	00155647
			432.56	00156074
		5610	3,124.70	00155647
			134.95	00156074
UNITED REFRIGERATION INC.	V6404853	4355	304.16	00155749
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	186.06	00155750
US GAMES	V6404813	4310	188.23	00155590
			188.47	00155751
			8,812.90	00156097
		4347	226.28	00156097
USCUTTER INC.	V6412639	4410	847.97	00156033
VALENCIA, OPALINA	V6413136	5220	4.06	00155591
VALLEY VISTA SERVICES INC	V6411966	5580	5,594.97	00155865

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
VAN WYE, SILVIA	V6412078	4390	220.92	00156630
		5210	17.89	00155975
			44.06	00156757
		5220	89.55	00155975
			95.65	00156123
			27.50	00156757
VAVRINEK TRINE DAY AND CO	V6404910	5820	5,142.10	00155696
			18,256.94	00155727
VAZQUEZ, KARINA	V6413366	5220	4.64	00155592
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	49.30	00156372
			50.69	00156704
VERA, DIANA	V6413365	5220	4.64	00155593
VERITIV OPERATING COMPANY	V6405508	9320	1,589.04	00155866
			560.84	00156222
VERNES PLUMBING INC	V6412513	5610	2,525.00	00156124
VERNIER SOFTWARE	V6404919	4310	2,184.36	00156034
VILDOSOLA, PATRICIA	V6413267	5220	56.49	00156373
			48.14	00156527
VILLA, JUAN	V6402449	5210	87.07	00155752
VILLMER, PAULA	V6410695	5220	5.22	00155648
			27.09	00155976
			19.08	00156705
VIRTUAL ENTERPRISES INTERNATIONAL INC.	V6412064	5880	2,000.00	00155649
VISION COMMUNICATIONS CO.	V6404955	4320	855.42	00156035
		5610	240.00	00155753
VISIONS OF VIDEO	V6413278	4310	1,758.48	00156758
VITAL LINK	V6404963	5210	725.00	00156125
W.W. NORTON COMPANY INC.	V6404987	4210	70.41	00156759
WALKER JR HIGH SCHOOL	V6404990	5810	310.00	00156706
		8699	53.16	00155697
			117.12	00156631
WALKERS DELI	V6407901	4390	34.24	00155594
			34.24	00156036
WALTERS WHOLESAL	V6409053	4355	495.00	00155595
			170.08	00155754
			1,381.83	00156037
			1,429.59	00156760
WARD, STEPHANIE	V6413364	5220	5.80	00155596
WARD'S NATURAL SCIENCE EST	V6404999	4310	100.97	00155650
WAXIE SANITARY SUPPLY	V6405008	4347	(8.43)	00155755
			2,490.53	00156038
		4410	2,273.45	00155755
WELLER, LISA	V6413282	5610	1,812.50	00155698
WENGER CORP	V6405024	4310	3,106.10	00155699
			116.00	00156223
		4410	747.50	00156223
WEST COAST HYDRAULIC LIFT REPAIR INC	V6413335	5610	1,689.24	00156126
WEST MUSIC	V6405036	4310	1,749.20	00156224
		4410	1,998.64	00156224
WESTERN HIGH SCHOOL ASB	V6405044	5880	252.00	00156127
			7,787.00	00156420
		8699	70.54	00155700
			215.09	00156632
WESTERN PSYCHOLOGICAL SERVICES	V6405047	4310	341.35	00155867
WESTMINSTER SCHOOL DISTRICT	V6405052	5100	9,726.85	00156075

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
WESTRUX INTERNATIONAL INC	V6405053	4376	424.40	00156076
			106.09	00156761
		4385	138.01	00156076
WILBOOKS	V6413390	4310	206.06	00156528
WILDE, STEPHANIE	V6413126	5220	16.53	00156077
WILLIAM V MACGILL AND COMPANY	V6402896	4310	123.91	00156128
WINZER	V6412060	4375	(79.18)	00155597
			251.87	00156078
		4376	185.81	00155597
		4385	817.89	00156078
		4387	129.62	00156225
WOODCRAFT	V6405102	4355	347.98	00155756
			221.28	00155918
			73.93	00156762
WORLDSTRIDES ONSTAGE PROGRAMS	V6412299	5880	2,500.00	00155651
WRIST BAND.COM	V6413274	4310	189.00	00155652
XEROX CORPORATION	V6405129	5620	2,208.15	00155728
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.42	00156707
XTREME SOCCER	V6413161	4310	551.68	00155757
YALE CHASE MATERIALS HANDLING INC	V6407574	4347	240.91	00156226
YAMAHA GOLF CARTS OF CALIFORNIA	V6405131	5610	484.43	00155919
YELLOW CAB OF GREATER ORANGE COUNTY	V6405135	5870	103.00	00155653
			798.00	00156708
YETT, JESSICA	V6412457	5210	1,329.14	00156709
ZENDEJAS, NORMA	V6413220	5210	91.17	00155977
		5220	36.77	00155654
			45.88	00155758
			61.71	00156710
ZISKO, AMBER	V6406552	5220	50.69	00156374
ZONAR SYSTEMS INC	V6412168	5610	27,722.28	00156039
ZONES	V6405158	4320	175.18	00156040
		4410	862.01	00155655
			4,137.63	00155759
			250.53	00156763
ZUNIGA, CYNTHIA	V6413363	5220	5.22	00155598
<b>GENERAL FUND (0101)</b>			<b>7,376,733.71</b>	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	5610	279,016.90	00155622
		6165	356,357.35	00156711
<b>DEFERRED MAINTENANCE (1414)</b>			<b>635,374.25</b>	
CULVER NEWLIN	V6411589	4310	416.99	00155920
		4410	2,518.66	00155920
<b>GO BOND FUND (2124)</b>			<b>2,935.65</b>	
AMERICAN FENCE COMPANY INC	V6407611	6276	1,091.30	00155817
			250.00	00156479
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6165	573,265.95	00155623
CRISP IMAGING	V6408990	6241	3,015.99	00155978
ERICKSON HALL CONSTRUCTION CO	V6413032	6165	660,225.92	00156529
		6271	12,758.80	00156480
FENCECORP INC	V6413260	5610	450.00	00156041
FIRE SPRINKLER INSPECTIONS INC	V6412344	6240	1,100.00	00156481



<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
HCI SYSTEMS INC	V6413251	6270	140,690.53	00156042
			173,582.82	00156633
		6276	18,958.00	00156331
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6273	26,095.00	00155805
		6290	332.00	00155805
		6291	140,029.00	00155805
			45,178.00	00156482
KYA SERVICES	V6411393	6221	14,047.15	00156421
ORANGE COUNTY REGISTER	V6403461	6252	2,702.76	00156079
PERKINS EASTMAN ARCHITECTS DCP	V6412384	6212	7,290.37	00156530
QUICK CRETE PRODUCTS CORP	V6403805	6490	66,751.14	00156227
RED HAWK SERVICES	V6412861	6126	354,124.85	00156375
REVOLVING CASH FUND	V6405190	6222	10,437.04	00156228
SWRCB	V6407133	6222	1,872.00	00155868
TWINING CONSULTING	V6412575	6290	35,976.00	00156098
UTIL LOCATE	V6412856	6209	21,850.00	00156229
WENGER CORP	V6405024	4310	6,577.06	00155701
		6490	39,638.68	00155701
<b>GO BOND FUND SERIES 2018 (2126)</b>			<b>2,358,290.36</b>	
DEMO PLUS	V6406119	6221	900.00	00156099
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	12,322.90	00155869
JM AND J CONTRACTORS	V6410460	6221	161,305.25	00155702
			118,180.00	00156450
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	1,992.00	00155806
			7,055.00	00156483
SCHOOL FACILITY CONSULTANTS	V6404158	5810	455.00	00156080
<b>CAPITAL FACILITIES FUND (2525)</b>			<b>302,210.15</b>	
CRISP IMAGING	V6408990	6241	189.64	00155979
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	1,577.00	00155807
			498.00	00156484
TWINING CONSULTING	V6412575	6290	23,418.50	00156100
VITAL INSPECTION SERVICES INC	V6412251	6291	11,988.00	00156230
			12,960.00	00156485
<b>CAPITAL FACILITIES RDA (2545)</b>			<b>50,631.14</b>	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	6270	1,088,552.75	00155624
			1,104,339.85	00156712
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	502,774.02	00155870
<b>SPECIAL RESERVE FUND (4041)</b>			<b>2,695,666.62</b>	
AUHSD	V6400400	5890	7,664.26	00155980
GATEWAY URGENT CARE CENTER	V6407482	5890	381.27	00156451
OCCUPATIONAL HEALTH CENTERS	V6406429	5890	149.04	00155656
			342.35	00156422
<b>WORKER'S COMPENSATION FUND (6768)</b>			<b>8,536.92</b>	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9,015.25	00156376
AUHSD	V6400400	5891	2,278,652.30	00155760
			1,746,537.42	00156634
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	414,891.24	00156332

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
BENISTAR HARTFORD	V6410980	5466	91,031.28	00156043
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	250,791.00	00155818
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	15,519.25	00156101
			15,886.72	00156764
EXPRESS SCRIPTS INC.	V6410974	5895	161,038.29	00155599
			166,814.01	00155729
			218,529.90	00155921
			169,998.96	00156231
			224,153.87	00156377
			131,620.76	00156635
			167,306.50	00156713
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	12,733.88	00155922
HOLMAN PROFESSIONAL COUNSELING CENTERS	V6411743	5463	148,966.23	00155923
METLIFE	V6408692	5462	22,941.20	00156423
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	440.00	00156378
UNITED STATES TREASURY	V6409991	5885	13,472.28	00156465
VISION SERVICE PLAN	V6404956	5464	53,258.72	00155871
			53,427.98	00156424
<b>HEALTH &amp; WELFARE INS FUND (6769)</b>			<b>6,367,027.04</b>	
GREATER ANAHEIM SELPA	V6401927	9620	859,183.00	00155625
<b>PASS THRU FUND (7676)</b>			<b>859,183.00</b>	
<b>GRAND TOTAL ALL FUNDS</b>			<b>20,656,588.84</b>	

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
ASB SUMMARY OF CASH BALANCES  
APRIL 2019**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	380,018.77	327,250.26	1,000.00	53,035.92	381,286.18
Western	328,945.46	178,962.45	1,275.00	124,095.16	304,332.61
Magnolia	103,864.44	88,297.97	700.00		88,997.97
Savanna	155,066.38	109,806.76	500.00	251.09	110,557.85
Loara	170,807.96	92,752.80	800.00	68,304.57	161,857.37
Katella	246,605.40	229,045.74	2,100.00		231,145.74
Kennedy	399,910.61	409,184.06	1,300.00		410,484.06
Cypress	642,587.01	585,918.73	1,700.00	48,492.40	636,111.13
Brookhurst	25,764.80	18,305.78			18,305.78
Orangeview	36,689.25	35,955.45	100.00		36,055.45
Walker	112,166.10	94,610.58			94,610.58
Dale	55,759.79	56,386.77			56,386.77
Sycamore	28,549.21	23,166.97			23,166.97
Ball	13,917.16	17,684.18			17,684.18
South	58,267.14	66,802.78			66,802.78
Oxford	496,516.90	500,318.90	350.00		500,668.90
Lexington	64,708.68	67,059.22			67,059.22
Hope	81,574.47	80,937.33			80,937.33
Gilbert	34,784.04	38,990.63			38,990.63
<b>Total</b>	<b>3,436,503.57</b>	<b>3,021,437.36</b>	<b>9,825.00</b>	<b>294,179.14</b>	<b>3,325,441.50</b>

**Anaheim Union High School District  
Cafeteria Fund  
Financial Statements  
March 2019**



# Balance Sheet

## Anaheim Union High School District

03/31/2019

Account Number	Description	
<b>Asset</b>	<b>Assets</b>	
<b>CASH</b>		
9120	Cash-Checking	\$6,252,907.18
9122	Change Fund	\$12,740.00
<b>Total CASH</b>		<b>\$6,265,647.18</b>
<b>RECEIVABLE</b>		
9210	A/R - Current	\$94,304.11
9280	A/R - State	\$409,207.67
9290	A/R - Federal	\$3,535,065.34
<b>Total RECEIVABLE</b>		<b>\$4,038,577.12</b>
<b>INVENTORIES</b>		
9321	Warehouse Food	\$135,219.17
9322	Warehouse Commodity	\$10,988.17
9323	Warehouse Supplies	\$63,393.29
9326	School Food	\$112,755.61
9327	School Commodity	\$134.00
9328	School Supplies	\$31,254.87
<b>Total INVENTORIES</b>		<b>\$353,745.11</b>
<b>Total Asset</b>		<b>\$10,657,969.41</b>
<b>Liability</b>	<b>Liabilities and Fund Balance</b>	
<b>LIABILITIES</b>		
9510	A/P - Current	\$1,998,749.43
9530	A/P - Accrued Vacation	\$98,712.00
9580	Sales Tax Liability	\$4,341.29
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$40,805.02
<b>Total LIABILITIES</b>		<b>\$2,142,607.74</b>
<b>Total Liability</b>		<b>\$2,142,607.74</b>
<b>Fund Balance</b>	<b>Liabilities and Fund Balance</b>	
<b>FUND BALANCE</b>		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$4,959,102.38
<b>Total FUND BALANCE</b>		<b>\$8,830,512.50</b>
<b>Total Fund Balance</b>		<b>\$8,830,512.50</b>
<b>Current Year Profit (Loss)</b>		<b>(\$315,150.85)</b>
<b>Total Liabilities and Fund Balance</b>		<b>\$10,657,969.38</b>
Show all data		



## Statement of Revenue and Expense Anaheim Union High School District

	Period 9 Ending in 03/31/2019				Period 9 Ending in 03/31/2018			
	Monthly	%	YTD	%	Monthly	%	YTD	%
<b>Revenue</b>								
<b>Local Revenue</b>								
8621	\$46,578.00	2.17 %	\$325,554.00	1.88 %	\$33,033.00	1.56 %	\$283,788.00	1.64 %
Elementary - Lunch								
8622	\$0.00	0.00 %	\$31.50	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %
Junior High - Breakfast								
8623	\$0.00	0.00 %	\$2,697.00	0.02 %	\$0.00	0.00 %	\$0.00	0.00 %
Junior High - Lunch								
8632	\$6,370.00	0.30 %	\$57,720.25	0.33 %	\$6,573.00	0.31 %	\$51,763.25	0.30 %
High School - Breakfast								
8633	\$61,704.00	2.88 %	\$619,479.00	3.58 %	\$63,510.00	3.00 %	\$596,329.00	3.44 %
High School - Lunch								
8634	\$0.00	0.00 %	\$0.00	0.00 %	\$40.00	0.00 %	\$331.00	0.00 %
Meal Sales								
8635	\$68,580.15	3.20 %	\$776,875.04	4.49 %	\$86,328.69	4.08 %	\$840,398.44	4.84 %
A La Carte Sales								
8636	\$16.68	0.00 %	\$361.54	0.00 %	\$55.60	0.00 %	\$583.39	0.00 %
Adult Rev. - Breakfast								
8637	\$1,897.48	0.09 %	\$17,072.16	0.10 %	\$3,446.37	0.16 %	\$27,942.82	0.16 %
Adult Rev. - Lunch								
Local Revenue	<b>\$185,146.31</b>	<b>8.64 %</b>	<b>\$1,799,790.49</b>	<b>10.40 %</b>	<b>\$192,986.66</b>	<b>9.12 %</b>	<b>\$1,801,135.90</b>	<b>10.38 %</b>
<b>Federal Reimbursements</b>								
8200	\$351,495.00	16.40 %	\$2,814,204.64	16.26 %	\$355,145.94	16.79 %	\$2,831,281.94	16.32 %
Fed. Meal Rev.-Breakfast								
8220	\$1,373,659.35	64.11 %	\$10,887,838.75	62.91 %	\$1,350,685.96	63.85 %	\$10,964,885.35	63.20 %
Fed. Meal Rev.-Lunch								
8290	\$54,093.13	2.52 %	\$404,109.16	2.33 %	\$45,503.04	2.15 %	\$364,020.80	2.10 %
Misc Fed Rev.-Snack								
Federal Reimbursements	<b>\$1,779,247.48</b>	<b>83.04 %</b>	<b>\$14,106,152.55</b>	<b>81.50 %</b>	<b>\$1,751,334.94</b>	<b>82.79 %</b>	<b>\$14,160,188.09</b>	<b>81.62 %</b>
<b>State Reimbursements</b>								
8500	\$39,333.43	1.84 %	\$314,999.68	1.82 %	\$39,634.58	1.87 %	\$322,040.02	1.86 %
St. Meal Rev.-Breakfast								
8520	\$96,957.51	4.52 %	\$767,908.23	4.44 %	\$95,000.53	4.49 %	\$784,910.35	4.52 %
St. Meal Rev.-Lunch								
State Reimbursements	<b>\$136,290.94</b>	<b>6.36 %</b>	<b>\$1,082,907.91</b>	<b>6.26 %</b>	<b>\$134,635.11</b>	<b>6.36 %</b>	<b>\$1,106,950.37</b>	<b>6.38 %</b>
<b>Other Revenue</b>								
8638	(\$796.62)	-0.04 %	(\$14,106.84)	-0.08 %	(\$755.59)	-0.04 %	(\$8,010.27)	-0.05 %
Cash Over & Short								
8699	\$42,837.25	2.00 %	\$332,428.78	1.92 %	\$37,208.41	1.76 %	\$289,538.71	1.67 %
Spec Activity/Cater								
Other Revenue	<b>\$42,040.63</b>	<b>1.96 %</b>	<b>\$318,321.94</b>	<b>1.84 %</b>	<b>\$36,452.82</b>	<b>1.72 %</b>	<b>\$281,528.44</b>	<b>1.62 %</b>
<b>Total Revenue</b>	<b>\$2,142,725.36</b>	<b>100.00 %</b>	<b>\$17,307,172.89</b>	<b>100.00 %</b>	<b>\$2,115,409.53</b>	<b>100.00 %</b>	<b>\$17,349,802.80</b>	<b>100.00 %</b>
<b>Expense</b>								
<b>Food Purchases &amp; Govnmt</b>								
4700	\$724,120.35	33.79 %	\$5,985,491.04	34.58 %	\$745,112.64	35.22 %	\$6,182,894.00	35.64 %
Food Purchases								
Food Purchases & Govnmt	<b>\$724,120.35</b>	<b>33.79 %</b>	<b>\$5,985,491.04</b>	<b>34.58 %</b>	<b>\$745,112.64</b>	<b>35.22 %</b>	<b>\$6,182,894.00</b>	<b>35.64 %</b>
Supplies								
4300	\$18,729.73	0.87 %	\$148,204.17	0.86 %	\$11,239.09	0.53 %	\$457,841.24	2.64 %
Materials & Supplies								



## Statement of Revenue and Expense Anaheim Union High School District

	Period 9 Ending In 03/31/2019				Period 9 Ending In 03/31/2018			
	Monthly	%	YTD	%	Monthly	%	YTD	%
4400	\$1,605.26	0.07 %	\$105,042.67	0.61 %	\$433.49	0.02 %	\$78,298.81	0.45 %
Noncapitalized Equipment-Under \$5000								
4790	\$44,936.03	2.10 %	\$571,227.43	3.30 %	\$64,838.20	3.07 %	\$265,594.61	1.53 %
Supplies (Food)								
Supplies	\$65,271.02	3.05 %	\$824,474.27	4.76 %	\$76,510.78	3.62 %	\$801,734.66	4.62 %
Salaries								
2200	\$673,861.46	31.45 %	\$5,834,371.44	33.71 %	\$673,235.10	31.83 %	\$5,642,169.06	32.52 %
Classified Salaries								
2300	\$44,480.32	2.08 %	\$408,274.66	2.36 %	\$41,154.54	1.95 %	\$373,230.86	2.15 %
Class.Sup/Admin Salaries								
2400	\$40,979.42	1.91 %	\$376,198.55	2.17 %	\$42,352.64	2.00 %	\$324,614.40	1.87 %
Clerical/Office Salaries								
2550	\$12,339.00	0.58 %	\$98,712.00	0.57 %	\$12,429.00	0.59 %	\$99,432.00	0.57 %
Food Service Vacation Pay								
Salaries	\$771,660.20	36.01 %	\$6,717,556.65	38.81 %	\$769,171.28	36.36 %	\$6,439,446.32	37.12 %
Benefits								
3202	\$110,227.24	5.14 %	\$940,750.50	5.44 %	\$91,693.04	4.33 %	\$771,824.91	4.45 %
PERS, Classified Position								
3302	\$57,721.27	2.69 %	\$499,255.04	2.88 %	\$57,029.54	2.70 %	\$479,753.22	2.77 %
OASD/MED/Classified Position								
3402	\$208,443.90	9.73 %	\$1,829,957.09	10.57 %	\$203,304.37	9.61 %	\$1,763,702.38	10.17 %
Hlth/Welfare, Classified								
3502	\$383.20	0.02 %	\$3,313.05	0.02 %	\$378.55	0.02 %	\$3,189.83	0.02 %
SUI, Classified Position								
3602	\$18,675.02	0.87 %	\$161,537.23	0.93 %	\$17,473.09	0.83 %	\$147,064.09	0.85 %
Workers Comp, Classified								
Benefits	\$395,450.63	18.46 %	\$3,434,812.91	19.85 %	\$369,878.59	17.48 %	\$3,165,534.43	18.25 %
Other Expenses								
5200	\$1,070.52	0.05 %	\$10,015.74	0.06 %	\$975.61	0.05 %	\$12,741.31	0.07 %
Travel & Conference								
5500	\$84,265.76	3.93 %	\$259,045.03	1.50 %	\$9,165.00	0.43 %	\$152,733.10	0.88 %
Operation & Housekeeping								
5600	\$4,382.99	0.20 %	\$92,752.72	0.54 %	\$10,859.60	0.51 %	\$51,049.08	0.29 %
Rental/Lease/Repair								
5712	\$0.00	0.00 %	\$0.00	0.00 %	\$1,096.60	0.05 %	\$1,096.60	0.01 %
Graphic Arts								
5800	\$1,848.34	0.09 %	\$142,405.85	0.82 %	\$10,116.00	0.48 %	\$141,068.89	0.81 %
Prof. Consult Service								
5900	\$409.45	0.02 %	\$23,674.38	0.14 %	\$209.78	0.01 %	\$21,317.15	0.12 %
Fax, Pager, Postage								
Other Expenses	\$91,977.06	4.29 %	\$527,893.72	3.05 %	\$32,422.59	1.53 %	\$380,006.13	2.19 %
Capital Outlay								
6500	\$0.00	0.00 %	\$132,095.15	0.76 %	\$15,659.30	0.74 %	\$61,459.03	0.35 %
Equipment- Over \$5000								
Capital Outlay	\$0.00	0.00 %	\$132,095.15	0.76 %	\$15,659.30	0.74 %	\$61,459.03	0.35 %
<b>Total Expense</b>	<b>\$2,048,479.26</b>	<b>95.60 %</b>	<b>\$17,622,323.74</b>	<b>101.82 %</b>	<b>\$2,008,755.18</b>	<b>94.96 %</b>	<b>\$17,031,074.57</b>	<b>98.16 %</b>
<b>Net Profit (Loss)</b>	<b>\$94,246.10</b>	<b>4.40 %</b>	<b>(\$315,150.85)</b>	<b>-1.82 %</b>	<b>\$106,654.35</b>	<b>5.04 %</b>	<b>\$318,728.23</b>	<b>1.84 %</b>

Show all data

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
Business Division  
**2018/19 MONTHLY ENROLLMENT REPORT**

Month 10  
4/29/19 to 5/23/19

EXHIBIT KKK

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th	11th	12th				
Anaheim	753	706	737	529	2,725	143	1	2,869		
Cypress	699	757	636	646	2,738	85	-	2,823		
Katella	644	648	585	585	2,462	160	3	2,625		
Kennedy	567	559	505	590	2,221	89	1	2,311		
Loara	463	477	441	430	1,811	126	1	1,938		
Magnolia	422	399	315	370	1,506	135	1	1,642		
Oxford	205	197	183	200	785	-	1	786		
Savanna	419	468	425	422	1,734	83	5	1,822		
Western	419	434	444	360	1,657	106	-	1,763		
<b>Total Comprehensive</b>	<b>4,591</b>	<b>4,645</b>	<b>4,271</b>	<b>4,132</b>	<b>17,639</b>	<b>927</b>	<b>13</b>	<b>18,579</b>		
Independent Learning Center	2	9	34	221	266	-	-	266		
Gilbert High School	1	5	225	232	463	117	5	585		
Katella Satellite Independent Study	7	22	17	26	72	-	-	72		
Kennedy Satellite Independent Study	14	21	26	26	87	-	-	87		
Polaris High School	18	32	51	43	144	-	-	144		
Special Education Transition Program	-	-	-	-	-	-	-	153		
<b>Total Alternative Ed</b>	<b>42</b>	<b>57</b>	<b>353</b>	<b>548</b>	<b>1,000</b>	<b>117</b>	<b>5</b>	<b>1,307</b>		
Hope	-	-	-	-	-	-	-	230		
<b>Total Senior High Schools</b>	<b>4,633</b>	<b>4,702</b>	<b>4,624</b>	<b>4,680</b>	<b>18,639</b>	<b>1,274</b>	<b>18</b>	<b>20,116</b>		

SCHOOL	REGULAR DAY			Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th	9th				
Ball	479	436	915	-	51	966	
Brookhurst	524	498	1,022	-	54	1,076	
Dale	524	447	971	1	65	1,037	
Lexington	671	776	1,447	1	28	1,476	
Orangeview	406	389	795	3	58	856	
Oxford	246	209	455	-	-	455	
South	743	714	1,457	2	77	1,536	
Sycamore	640	648	1,288	-	61	1,349	
Walker	515	479	994	-	29	1,023	
<b>Total Comprehensive</b>	<b>4,748</b>	<b>4,596</b>	<b>9,344</b>	<b>7</b>	<b>423</b>	<b>9,774</b>	
Polaris High School	9	17	26	-	3	29	
<b>Total Alternative Ed</b>	<b>9</b>	<b>17</b>	<b>26</b>	<b>-</b>	<b>3</b>	<b>29</b>	
<b>Total Junior High Schools</b>	<b>4,757</b>	<b>4,613</b>	<b>9,370</b>	<b>7</b>	<b>426</b>	<b>9,803</b>	

DISTRICT TOTAL	29,919
----------------	--------



**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
 Business Division  
 2018/19 MONTHLY ENROLLMENT REPORT

**GROWTH vs. DECLINE - MONTH to MONTH COMPARISON**  
 Month 10

<b>HIGH SCHOOL</b>	<b>Month 9</b>	<b>Month 10</b>	<b>Growth v. (Decline)</b>
Anaheim	2,868	2,869	1
Cypress	2,830	2,823	(7)
Katella	2,632	2,625	(7)
Kennedy	2,310	2,311	1
Loara	1,945	1,938	(7)
Magnolia	1,647	1,642	(5)
Oxford	785	786	1
Savanna	1,827	1,822	(5)
Western	1,763	1,763	-
<b>Total Senior High</b>	<b>18,607</b>	<b>18,579</b>	<b>(28)</b>

<b>JUNIOR HIGH SCHOOL</b>	<b>Month 9</b>	<b>Month 10</b>	<b>Growth v. (Decline)</b>
Ball	966	966	-
Brookhurst	1,075	1,076	1
Dale	1,042	1,037	(5)
Lexington	1,478	1,476	(2)
Orangeview	859	856	(3)
Oxford	455	455	-
South	1,538	1,536	(2)
Sycamore	1,343	1,349	6
Walker	1,023	1,023	-
<b>Total Junior High</b>	<b>9,779</b>	<b>9,774</b>	<b>(5)</b>

<b>Total Comprehensive Schools</b>	<b>28,386</b>	<b>28,353</b>	<b>(33)</b>
------------------------------------	---------------	---------------	-------------

<b>Alternative Education</b>	<b>Month 9</b>	<b>Month 10</b>	<b>Growth v. (Decline)</b>
Independent Learning Center	276	266	(10)
Gilbert High School	590	585	(5)
Hope School	231	230	(1)
Katella Satellite Independent Study	75	72	(3)
Kennedy Satellite Independent Study	87	87	-
Polaris High School	173	173	-
Special Education Transition Program	156	153	(3)
<b>Total Alternative Ed.</b>	<b>1,588</b>	<b>1,566</b>	<b>(22)</b>
<b>District Total</b>	<b>29,974</b>	<b>29,919</b>	<b>(55)</b>

**2019-20 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca19assurancestoc.asp>.

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Michael Matsuda
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	06/21/2019

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2019-20 Protected Prayer Certification**

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

**Protected Prayer Certification Statement**

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Michael Matsuda
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	06/21/2019
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2019-20 Application for Funding**

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/20/2019
---	------------

**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Ana Mercedes Escamilla
DELAC review date	01/29/2019
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2019-20 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

Title IV, Part A (Student Support) ESSA Sec. 1112(b) SACS 4127	Yes
--	-----

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

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):

20 <sup>th</sup>	day of	June	2019
------------------	--------	------	------

in reference to the Consulting Agreement by and between

ATvantage Athletic Training

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

June 16, 2016

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with ATvantage Athletic Training. The original agreement was at a cost not to exceed \$6,000, for services provided July 1, 2018 through June 30, 2019. On January 17, 2019, an amendment was approved to increase the total amount to \$10,000. An additional \$500 is requested to provide Certified Athletic Trainers, for the time the sites did not have an athletic trainer in place at Kennedy and Savanna high schools. The amended total cost is not to exceed \$10,500. All other terms and conditions of the original agreement will remain in force.

The services consist of providing athletic training services to reduce the district's liability in providing appropriate medical care to all students district wide. The Consultant currently is providing as-needed substitute services to high school sites in which an athletic trainer is absent. Certified Athletic Trainers are health care providers and the athletic training services in which they are trained to provide include prevention, care, treatment, education, rehabilitation, and education of injuries and medical conditions. Consultant is contracted provide athletic training services, with hours to be determined based on site needs. Consultant will be working with and communicating with site principals, athletic directors, coaches, athletes, parents, and the district athletic trainer. Consultant will be responsible for reporting and documenting of all incidences and injuries per district policies.

Kennedy and Savanna high schools had their athletic trainers leave before the start of the school year. Those positions have been unable to be filled. Substitutes have been working full-time at the school sites to provide appropriate medical care to the students of Kennedy and Savanna high schools. Human Resources has already completed the hiring process for these sites.

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



# AMENDMENT

EXHIBIT N N N

Memorandum of Understanding  
TeachFX & Anaheim Union High School District  
June 20, 2019

This is a memorandum of understanding between TeachFX, Inc. and Anaheim Union High School District (AUHSD) regarding a pilot program to implement TeachFX's software with AUHSD educators. The pilot will take place among three AUHSD groups: (1) a school to be named by AUHSD, (2) the district's administrator development cohort, and (3) AUHSD's "T2" teachers that guide instructional delivery and implementation. The goal of these pilots is to measure student talk time in classrooms to track progress toward the district's goal of increasing student talk for English language learner students to 30% of class time.

### Software Subscription

TeachFX will provide to AUHSD a TeachFX software subscription for 200 accounts for one year, from January 1, 2019 through December 31, 2019. The subscription will provide all account holders with unlimited recording capabilities; audio playback; class transcriptions; teacher talk, student talk, group talk, and wait time metrics; the ability to share recordings and class reports; analytics of classes over time; scheduling functionality; written comments linked to audio; and live note-taking ability for class observations. Additionally, AUHSD may define any number of "communities" that capture data from groups of accounts (e.g. all teachers at a particular school, or teachers in a particular subject area) and designate single accounts as "community leaders" able to view dashboards with aggregated talk metrics. For the 1-year subscription, AUHSD will pay TeachFX \$48,000, due June 30, 2019.

### Professional Development Workshops

TeachFX will provide six professional development workshops to AUHSD. These workshops will be delivered in two phases, a launch session and follow-up, tailored to each of the three different piloting groups. The launch workshops will take place in January/February 2019, and the follow-up workshops will take place in March/April 2019. Exact dates for the workshops will be determined jointly by TeachFX and AUHSD at a later date. The workshops will focus on helping teachers interpret their class data from TeachFX, collaborate better in teacher teams and coaching relationships using the TeachFX tool, and improve instruction. Additionally, prior to the initial launch workshops, TeachFX will provide onboarding calls over Zoom to introduce TeachFX to all piloting teachers. For the six workshops and onboarding calls, AUHSD will pay TeachFX \$15,000, due within 30 days of delivery of the last workshop.

### Additional Support

TeachFX will also provide AUHSD with additional implementation and technical support. In general, TeachFX will aim to provide any assistance or consultation AUHSD needs throughout the piloting period. Specifically, TeachFX will be available for monthly check-in calls for all AUHSD administrators running the pilot groups and for Manuel Colón as AUHSD pilot coordinator. TeachFX will also provide technical support as needed for teachers on an ongoing basis. TeachFX will provide this additional support at no cost to AUHSD.

---

Jamie Poskin, CEO  
TeachFX, Inc.  
3375 Edison Way  
Menlo Park, CA 94025  
(650) 814-2792

---

Dr. Jaron Fried, Assistant  
Superintendent Anaheim Union High  
School District 501 N. Crescent Way  
Anaheim, CA 92801  
(714) 999-3575



ANAHEIM UNION HIGH SCHOOL DISTRICT  
 501 Crescent Way – P.O. Box 3520  
 Anaheim, CA 92803-3520

**EDUCATIONAL CONSULTING AGREEMENT**

**THIS AGREEMENT** is made and entered into this:

20 <sup>th</sup>	day of	June	2019
------------------	--------	------	------

by and between

Illumination Institute
------------------------

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

**WHEREAS** the District is in need of special services and advice;

**WHEREAS** such services and advice are not available at no cost from public agencies;  
 and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Illumination Institute will provide professional learning and instructional resources for teachers, administrators, staff, and parents throughout the District. Illumination Institute is a non-profit organization that promotes self-awareness, stress management, and improved concentration through mindfulness techniques. Illumination Institute has developed their own open-sourced, simple and practical mindfulness exercises designed to benefit people of all ages and backgrounds.

Activities to include, but are not be limited to:

- 1) Provide professional development for school teams on how to help students discover self-control, self-awareness, and respect through mindfulness.
- 2) Provide age-appropriate instructional materials that boost self-esteem and foster successful transition to high school or college and career. The lessons for junior high schools teach self-awareness, thoughtfulness, gratitude and confidence, helping students feel supported and grounded, as they transition into their teenage years. The lessons for high school students are specific for young adults, who are preparing for college and facing the challenges of young adult life. Students are asked to imagine the hardships of others, encouraging social-emotional learning, while teachers lead students through in-depth discussions on self-awareness and gratitude.
- 3) Provide training for parents on self-control, self-awareness, as well as how to nurture socioemotional skills through mindfulness.

Site/School	District Schools	Funds (Cost	LCFF (0009)
-------------	------------------	-------------	-------------

[ ] [ ] Center): [ ]

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: June 21, 2019 ]

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:

[ AUHSD staff will provide demographic information as requested for each school. ]

5. District shall pay Consultant the maximum amount of

[ \$46,000 ]

for services rendered

to # of people:	School teams of 7 to 15 administrative/teacher leaders	# hours per day:	2-6	# of days:	15
-----------------	--	------------------	-----	------------	----

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any

person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

<p>As a result of this AGREEMENT:</p> <ul style="list-style-type: none"><li>1) District and school site initiatives will be integrated and aligned, to result in higher measurable achievement for all students;</li><li>2) School site understanding, and use of processes and tools, including the Single Plan for Student Achievement, interventions, and professional collaboration and development will focus on the site-specific needs of students and educators;</li><li>3) Proven protocols will further link school climate to improved student achievement of identified AUHSD target populations, including English learners and students participating in special education;</li><li>4) Collaboration within and across content areas will provide student access to, and support of, strategies that build self-esteem and confidence; and,</li></ul>
---

5) Successful work on real issues at sites will enhance the capacity of the collaborative community of administrators and teachers, in order to transform and sustain the achievement of all students.

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

The consultant is an established expert in the area of mindfulness techniques, and has developed specific lessons for junior high school and high school aged students.

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

No technical support will be required.

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- Own Work Hours:** Consultant will establish work hours for the job.
- Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- Business Expenses:** Consultant is responsible for incidental or special business expenses.
- Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- Possible Profit or Loss:** Consultant does these (check valid items):
  - Hires, directs, pays assistants
  - Has equipment, facilities
  - Has a continuing and recurring liability
  - Performs specific jobs for prices agreed-upon in advance
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- Services Available to the General Public** (check valid items):
  - Maintains an office
  - Business license
  - Business signs
  - Advertises services
  - Lists services in Business Directory
  - Other (explain) \_\_\_\_\_
- Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.





Transcript  
Evaluation  
Service

Statement of Work  
UC-TES School Subscriber Agreement

EXHIBIT PPP

1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

This Statement of Work ("SOW") is issued pursuant to the terms and conditions of the Terms of Service and Privacy Policy ("Agreement") dated July 1st, 2019 between **ANAHEIM UNION High School District** ("Subscriber") and the **University of California** ("UC"), collectively referred to as the "PARTIES".

Unless explicitly stated otherwise in this SOW, any capitalized terms shall have the meaning given to them in the SOW. If there are any conflicts between the provisions of this SOW and the Agreement, the terms of this SOW shall control with respect to the subject matter of this SOW. Any provisions of the Agreement not amended by this SOW shall remain in full force and effect. References to the "SOW" shall mean the Agreement and this SOW together.

#### 1. Description of Services

University provides secured technologies and web services for subscribers to manually transfer and UC to accept personal demographic, academic, and other confidential individual record level data necessary to conduct the evaluation by the UC Transcript Evaluation Service ("TES")<sup>1</sup>. Through TES, UC evaluates data as a service for participating California public schools and districts to determine student progress toward meeting the eligibility requirements for the California's public systems of higher education. UC will implement a cloud-based data warehouse and visualization solution with data provided by SUBSCRIBER, that they, their designees and other authorized parties can securely access. UC will provide annual regional training and referrals to implementation support services as requested. UC will provide professional services hours as detailed below.

#### 2. Fees, Expenses and Invoicing

The Fee Schedule is set forth in Table 1 below. UC will notify SUBSCRIBER if circumstances arise that would result in additional fees before commencing such work.

SUBSCRIBER agrees to prepay for the products and services listed in table 1, below. UC will invoice SUBSCRIBER in full once the SOW is signed by both parties.

UC will complete the implementation and training work on flat fee basis (see Table 1 for costs). SUBSCRIBER understands that the estimate of time is not a guarantee, and that the estimate is based, in part, upon SUBSCRIBER's availability and requirements outlined at commencement of work. If the total fees and costs exceed the estimated amount, UC will request approval in writing from the SUBSCRIBER. Once approved by SUBSCRIBER, the SUBSCRIBER will also be billed for expenses subject to SUBSCRIBER's customary expense policy.

Upon payment of the annual subscription fee as detailed in Table 1 below, UC will provide the hosting services, web services, and Tableau services needed for SUBSCRIBER staff to access UC TES secured webpage, that include reports, for the length of the subscription period. UC reserves the right to change the pricing model for subsequent years with a 90 day notice to SUBSCRIBER.

In addition to the work specified below, upon request UC will provide referrals to college preparation program support for your implementation and training needs. Programs may assess a fee for providing these services to help offset the costs to deliver these services. These prices are set independent of the TES administration at the UC Office of the President. Schools should inquire with their regional TES school engagement representative to learn more about programs available in your area. SUBSCRIBER

<sup>1</sup> See the list of data collected for the TES evaluation system for each data system and manual upload tool.



Transcript  
Evaluation  
Service

Statement of Work  
UC-TES School Subscriber Agreement

1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

with an active subscription to may submit support requests via email or phone. UC will respond to support requests within one business day.

Schools may also inquire about accessing a direct connection between their school information system and the Transcript Evaluation Service. This preferred message can be automated the collect data at the school's preferred frequency. Schools can request this service through their current information system. The University will consider requests but will not accept any additional costs required for establishing these connections. The University also does not endorse vendors passing the costs of developing the connectors to their current school subscribers.

Table 1. Deliverables and Pricing

Fee	Cost
EAOP/MESA/PUENTE/GEAR UP	No Charge

3. Subscriber Uses and Acknowledgement

SUBSCRIBER acknowledges and agrees that UC owns and operates [www.transcriptevaluationservice.com](http://www.transcriptevaluationservice.com), its website, the results of the TES evaluations, and all rights and privileges thereto, and that it will not infringe on any intellectual property rights owned by UC.

Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfying the "a-g" requirements. The data from TES is used to provide schools and districts support from University programs, research, and its public service mission focused partners.

4. Assumptions and UC Authorized Access

The following assumptions were taken into account when preparing the SOW and estimate of hours. If any of them turn out not to be accurate, the schedule and/or budget may be affected. UC will work with SUBSCRIBER to resolve any issues as they occur.

- a. SUBSCRIBER agrees to use [tes@ucop.edu](mailto:tes@ucop.edu) for support requests.
- b. SUBSCRIBER agrees to provide requisite information for UC to meet Table 1 Deliverables in a timely fashion.
- c. SUBSCRIBER users will log in with email address and their password provided by UC to view reports
- d. SUBSCRIBER will access TES Data Warehouse securely using VPN software provided by UC





Transcript  
Evaluation  
Service

Statement of Work  
UC-TES School Subscriber Agreement

5. Warranties/Indemnification

The University hereby represents and warrants that (a) it will perform the services in a professional and workmanlike manner, and (b) it will only use and the Educational Records in accordance with the terms of this Agreement.

Except as expressly set forth in the agreement, the services, reports, and anything provided in connection with this agreement are provided "as-is", without any warranties of any kind. The University hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including without limitation all implied warranties of merchantability, fitness for a particular purpose title and non-infringement.

<b>Accepted and agreed to: ANAHEIM UNION HSD</b>	
Signed:	
Printed:	Dr. Jaron Fried
Title:	Assistant Superintendent, Ed. Division
Date:	6/21/19

<b>Accepted and agreed to: UNIVERSITY OF CALIFORNIA</b>	
Signed:	DocuSigned by: <i>Michael Burton</i>
Printed:	8807037436DE48B... Michael Burton
Title:	Program Manager
Date:	5/9/2019



## The Family Educational Rights and Privacy Act (FERPA)

This Statement of Rights and Responsibilities derives from and is intended to be consistent with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), as well as California Education Code Section 49062 et seq. FERPA is a federal law that protects the privacy of student education records. FERPA applies to all K-12 schools and institutions of higher education that receive funds under an applicable program of the U.S. Department of Education. The California Education Code applies to K-12 schools in California, and similarly protects the privacy of student education records.

FERPA Part 99.31 allows schools to share data collected for this service provided by the University, without prior consent, when the following conditions apply:

- (6)(i) The disclosure is to organizations conducting studies for, or on behalf of, educational agencies or institutions to:
- (A) Develop, validate, or administer predictive tests;
  - (B) Administer student aid programs; or
  - (C) Improve instruction.

The California Education Code permits disclosures for research purposes under the same circumstances. (California Education Code Section 49076 (a)(2)(E)).

## Terms of Service Agreement

### 1. Acknowledgement and consent

As the representative authorized to procure services for your educational institution(s), you are agreeing to receive no less than two calendar years of services as described by the University of California in the Statement of Work ("SOW"), a separate document signed by the authorized party for the school and the University. The date of services shall be marked by either a signed document or electronic request and acknowledgement for services. By acknowledging your approved request to receive services, you are aware that the University accepts the personal demographic, academic, and identifiable data necessary to conduct the evaluation by the University of California's Transcript Evaluation Service ("TES")<sup>1</sup>. The University evaluates data as a service for participating public schools within California to determine student progress toward meeting the minimum admission requirements of California's public systems of higher education. Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfy the "a-g" requirements. The data from TES are used to provide schools and districts with support from University programs, research and public service mission– focused partners.

2. **The purpose of TES data collection, evaluation and outcomes reports** University access to records of research is critical for policy analysis and oversight purposes. Examples of how the University may use such records include, but are not

---

<sup>1</sup> See the list of data collected for the TES evaluation system for each data system and manual upload tool.



1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

limited to, responding to audits, establishing that past use of University or research sponsor funds was appropriate, responding to government demands or subpoenas, defending research findings, and facilitating research misconduct proceedings. .

The collection and generation of data and tangible research materials are integral parts of any research project. Accurate and appropriately recorded research data, and the creation and retention of tangible research materials, enable scholars to report, replicate and refute research findings, which ultimately advances the research enterprise. As per this document, the evaluation results produced through TES are defined as research data, and the outputs of the service, including reports or other tangible items, including the outcomes of such data, are considered research data and materials. At the subscriber's request, the University is prepared to furnish the basic guidelines taken to ensure that Research Data, as defined below, are appropriately documented, maintained, retained for a reasonable time and accessible to the University for review and use.

- a. "Research Data" are recorded information reflecting original observations and methods related to a research study, and documentation of such data needed to reconstruct and evaluate reported results of the study, regardless of the form or medium on which it may be recorded, that is produced: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University. Such data include, but are not limited to, computer software, databases and data of a scientific or technical nature, such as laboratory notebooks, field notes, electronic storage media, and printouts. Research Data also include Tangible Research Material, as defined below. Research Data do not include administrative records incidental to award administration such as financial records, contract and grant records, etc. While such administrative records generated by University researchers are not included in the definition of Research Data under these Guidelines, they are the property of the University and may be subject to terms and conditions of individual sponsored projects, federal and state regulations, and University retention and disposition requirements.<sup>2</sup>
- b. "Tangible Research Material" is a tangible item produced or collected in the course of research: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University.
- c. The University may use data collected from schools to populate the admissions application for the University and its public higher education segment partners, the California State University and California Community Colleges.<sup>3</sup> Students will

---

<sup>2</sup> Other research data may be obtained through material transfer agreements, license agreements or other means. Such other research data that are not produced or collected by the University may be subject to third-party provider obligations, and should be handled in accordance with contractual commitments.

<sup>3</sup> Select the application name for the URL to access list of data elements: [applyUC](#), [CSUMentor](#), and [CCC apply](#).



1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

have the option to opt in to this automatic population process prior to their data being populated into their in-process application.

### 3. Data Retention

As a research agent of the state, the University retains information collected and TES outcomes to support research and evaluation to identify trends in student academic performance. Both the University and other local education agencies have responsibilities concerning access to, use of and maintenance of student data used as research data and research materials. These obligations are not new and are not unique to the University; they arise from express provisions in awards and agreements with federal and other research sponsors, overarching regulatory requirements relating to funded research and fundamental precepts of research integrity.

In general, principal investigators should retain all Research Data for as long as possible, but not less than a minimum of six years after final reporting, publication, completion or abandonment of the project, unless a longer retention period is indicated by the funding source or other relevant agreement.<sup>4</sup>

### 4. Ownership and Use of Research Data

Research Data are the property of University of California Office of the President.<sup>5</sup> Any research principal investigator, or authorized entity in contract with the University to conduct such research or programs, shall retain original Research Data on behalf of the University. The principal investigator is responsible for ensuring that Research Data, whether generated by the principal investigator or the principal investigator's research team, are recorded, stored and used in accordance with the generally accepted standards of his or her respective discipline and any requirements of applicable federal or state law or regulations, University policies and guidelines, and University contractual commitments.<sup>6</sup> The principal investigator should consult the appropriate campus or University administrative office regarding the use and stewardship of Research Data that may be subject to applicable export control regulations, laws and regulations protecting the rights and privacy of human subjects, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other applicable laws and regulations.

Data in its raw form, prior to being uploaded into the University's TES file loader or having been queried or altered by the University's systems or intellectual property, are the property of the school or district, as defined by their local policies. Once data has been accepted into a TES file transfer format and verified for submission to evaluate the

---

<sup>4</sup> Contract and Grant Manual, Chapter 17-310: Records Disposition Schedules for Contract and Grant Documents; Administrative Records Relating to Research: Retention Requirements (last updated June 2010).

<sup>5</sup> University of California Regulation No. 4 (APM-020) provides that original records of the research are the property of the University. ("Original records" may include tangible records of research, such as biological materials, chemical compounds, plants, etc.). California Labor Code § 2860 provides that everything that an employee acquires by virtue of his/her employment (except compensation) belongs to the employer whether acquired during or after the term of employment.

<sup>6</sup> Contract and Grant Manual, Chapter 10-330: Principal Investigators.



1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

file and its data contents, such data will become the property of the University and will be subject to the following conditions:

- a. The user will use the student TES evaluation results, provided by the University, only to support and conduct administrative activities, academic advising and counseling, and other intervention strategies intended to improve student progress toward satisfying minimum admission requirements for the California State University (CSU) and University of California systems of higher education.
- b. The data derived from the TES evaluations shall not be used for any purposes that generate revenue from the user or any other party without the express written consent of the University of California.

## 5. Data Sharing

The University of California supports the sharing of Research Data to advance public knowledge. In the interest of advancing knowledge, the University expects principal investigators to release and share final Research Data, particularly that which is described in a publication, for use by other investigators and researchers in a timely manner, consistent with the practices of the discipline involved. Further, such release and sharing shall be in accordance with existing University policies and guidelines, including those related to intellectual property, sponsor requirements, and applicable laws and regulations, such as laws relating to protecting the rights and privacy of human subjects. The National Institutes of Health policies on data sharing and sharing of biomedical research resources ([http://grants.nih.gov/grants/policy/data\\_sharing/](http://grants.nih.gov/grants/policy/data_sharing/)) and the National Science Foundation *Policy on Dissemination and Sharing of Research Results* (<http://www.nsf.gov/bfa/dias/policy/dmp.jsp>) are models that investigators may find useful when planning for the sharing of Research Data. In all instances, principal investigators should consult relevant award and/or agreement terms to determine whether Research Data are subject to any special handling, use or restriction terms.

## 6. Subscriber Responsibilities and Rights

By subscribing to this service and providing authorized access to your designee and those further provided access based on your or designees' discretion, you agree to hold the data in strict confidence. The user agrees NOT to release data to any other unauthorized person or organization.

The user shall retain data furnished by the school/district and the University in a place physically secure from access by unauthorized persons. Data in electronic format – including, but not limited to, hard drives, CDs or diskettes – shall be stored and processed in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means. The user agrees that any computer on which the data reside will be password-protected at all times.

No individual, school and/or district shall be identifiable in any reports, publications or other documents that are created by the user with the use of the data, unless at the specific request of the individual(s) authorized to make a request of this report, which must accompany a signed and notarized letter acknowledging such a request. Results for groups of individuals, schools and/or districts will only be reported when the number (i.e., the "cell size") is ten (10) or greater and in such a manner that results for groups of less than ten (10) cannot be easily calculated from other reported data.



**Transcript  
Evaluation  
Service**

**Terms of Service and Privacy Statement**

1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

The user shall adhere to all federal, state and local statutes, regulations and other requirements pertaining to the security, confidentiality and privacy of data including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

**7. University Responsibility and Rights**

- a. The Parties intend for the Agreement to be compliant with FERPA and California Education Code without parent consent;
- b. All pupil identifiable information contained in the records shared with the University of California will be kept confidential and will be used for the purpose of improving the District's programs, instruction and academic advising;
- c. Anyone who is provided with access to personally identifiable student education records will be advised of the confidentiality requirements and limitations of use of this Agreement and agree to abide by them;
- d. All student education records and pupil identifiable information contained in those records remain the sole property of the District;
- e. All algorithms, programs, and software used in the TES program, as well as research or analytical materials created by the University, remain the property of the University of California.

At the conclusion of the Agreement or at the District's request, all personally identifiable student education records shared under this Agreement shall be destroyed or returned to the District.

**8. Fees and Payment**

Certain services carry subscription fees ("Subscription Fees"). Subscription Fees will be due on an annual basis (the "Subscription Term"). Before the beginning of each Subscription Term during the term of this Agreement, the University will invoice you (or, if you've provided a credit card number through Account Administration, will bill that credit card) for the applicable Subscription Fees due for the following Subscription Term. Invoices for Subscription Fees must be paid by the beginning of the Subscription Term or within thirty (30) days after your receipt thereof, whichever is later. Any special arrangements regarding payment will be reflected in a Statement of Work or similar document.

Unless otherwise agreed by you and the University in writing, all fees are non-refundable, including without limitation if this Agreement terminates prior to the end of a Subscription Term for which you have pre-paid Subscription Fees. All amounts due hereunder shall be paid in United States dollars within the United States. Conversion of foreign currency to United States dollars shall be made at the conversion rate existing in the United States (as reported in the Wall Street Journal) on the first working day of the calendar month during which the applicable payment is due.

If the payment information you have provided is incorrect or incomplete, or if you are late paying any invoice or the University is otherwise unable to complete a transaction or collect timely payment due to your error or omission, any payment due hereunder that is so delayed shall bear interest at the rate of one percent (1%) per month or the highest rate allowed by applicable law, whichever is less.



1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

#### 9. Term and Termination; Suspension

This Agreement shall remain in full force and effect so long as you use the service in strict accordance with the terms, conditions and limitations of this Agreement. Either party may terminate this Agreement for any reason or for no reason upon written notice to the other party (email is sufficient). The University may suspend your access to the services and the performance of any services at any time and without notice if the University reasonably believes in its sole discretion that you have breached any of the terms of this Agreement. If the University terminates this Agreement (except in the event of a breach of the Agreement by you), we will refund to you a prorated portion of your fees based on the date of termination.

Upon termination of this Agreement, your right to use and/or access the services directly related to TES shall terminate, and the University will cease performance of any of these services. The following provisions shall survive termination of this Agreement: Notwithstanding the foregoing, after termination of this Agreement, you may continue to use TES reports that you have downloaded prior to the effective date of termination, solely in accordance with all restrictions herein.

#### 10. Warranties; Warranty Disclaimer

The Family Educational Rights and Privacy Act ("FERPA") and California Education Code Section 49076(a)(1)(A) both generally require that schools get prior written consent from a parent or guardian of a minor student before disclosing any educational records regarding such student ("Educational Records") to third parties. However, education records can be shared with school officials who have a legitimate educational interest. If you are a School, you hereby agree to designate the University (including its employees, contractors and agents) as an "other school official," under FERPA and/or the California Education Code, who has a "legitimate educational interest" in using and accessing such Educational Records. Further, you hereby represent and warrant that (a) you have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to the University, Users or otherwise in connection with the Services, and (b) your disclosures described in (a) are not and will not be a violation of FERPA.

The University hereby represents and warrants that (a) it will perform the services in a professional and workmanlike manner, and (b) it will use the Educational Records only in accordance with the terms of this Agreement.

Except as expressly set forth in the agreement, the services, reports and anything provided in connection with this agreement are provided "as-is," without any warranties of any kind. The University hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including without limitation all implied warranties of merchantability, fitness for a particular purpose title and non-infringement.

#### 11. Limitation of Liability

IN NO EVENT WILL THE UNIVERSITY (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE FOR

- a. ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE



Transcript  
Evaluation  
Service

Terms of Service and Privacy Statement

1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

OF THE SERVICES, PERFORMANCE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT,

- b. THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OR CORRUPTION OF DATA, ERROR OR OMISSION IN THE SERVICES, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, AND
- c. ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, AND ITS OBLIGATIONS HEREUNDER SHALL BE LIMITED TO THE EXERCISE OF COMMERCIALY REASONABLE EFFORTS; IN EACH CASE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.





Transcript  
Evaluation  
Service

Terms of Service and Privacy Statement

1111 Franklin Street, 9<sup>th</sup> floor Oakland, CA 94607

**Signature Page**

This agreement shall be in effect as of the date first written above, and shall remain in effect for one full calendar year from the signature date or until terminated in writing by either party. However, the obligations of confidentiality set forth herein will continue beyond termination.

<b>Accepted and agreed to: ANAHEIM UNION HSD</b>	
Signed:	
Printed:	Dr. Jaron Fried
Title:	Assistant Superintendent, Ed. Division
Date:	6/21/19

<b>Accepted and agreed to: UNIVERSITY OF CALIFORNIA</b>	
Signed:	DocuSigned by: <i>Michael Burton</i>
Printed:	6607037436DE46B... Michael Burton
Title:	Program Manager
Date:	5/9/2019

ANAHEIM UNION HIGH SCHOOL DISTRICT  
SPECIAL YOUTH SERVICES  
501 N. CRESCENT WAY / P.O. BOX 3520  
ANAHEIM, CA 92803-3520

EXHIBIT Q Q Q

TRANSPORTATION AGREEMENT

This is to certify that [REDACTED] ("Parents") agree to the following method of transportation during the extended school year (ESY) 2019:

Parents will provide [REDACTED] transportation from his home at [REDACTED] to Magnolia High School located at 2450 W. Ball Rd., Anaheim, California 92804, and will be reimbursed at the rate of .58¢ per mile for a total of 3.6 miles each way, 7.2 miles round trip daily for up to 20 days during 2019 extended school year, not to exceed 20 days beginning June 3, 2019 through June 28, 2019. The maximum amount approved is as follows:

.58 cents per mile x 7.2 mile round trip = \$4.18 x 20 days = \$83.60

Invoicing to the District is required monthly, listing date of transporting student to and from Magnolia High School and verified by attendance records.

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

The following persons are authorized to transport student from their home to Magnolia High School: Parents

Parent Signature: \_\_\_\_\_ Signature on original \_\_\_\_\_ Date: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Celeste Krueger, Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Special Youth Services

Board Approved: 06-20-19  
Date

Memorandum of Understanding Between  
Anaheim Union High School District  
And  
Garden Grove Unified School District  
2018 - 2019

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

1. Basis of Agreement

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

2. Term of Agreement

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

3. Acknowledgment of Special Education Funding Formula

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

4. Scope of Program and Referral Process to GASELPA

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

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2018-2019 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

#### 5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

#### 6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

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

#### 7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

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

## 8. Pupil Count

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

## 9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

## 10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

#### 11. Home Instruction

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

#### 12. Transportation

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

#### 13. Due Process and Complaints

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

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

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

**14. Quarterly Billing**

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

**15. Final Accounting**

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15<sup>th</sup> of the following fiscal year.

**16. Projected Enrollment/Facilities and Staffing Needs**

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

**17. Notices**

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

**Provider District:**

School District: Anaheim Union High School District

Address: 501 N. Crescent Way

City: Anaheim, CA 92801

Attn: Celeste Krueger  
Title: Director, Special Youth Services  
Telephone: 714-999-3528  
Fax: 714-999-0622

**Sending District**

School District: Garden Grove Unified School District  
Address: 10331 Stanford Avenue  
City: Garden Grove, CA 92840  
Attn: ERIN LARA  
Title: Director of Special Education  
Telephone: 714-663-6233  
Fax: \_\_\_\_\_

**18. No Waiver**

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

**19. Hold Harmless**

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

**20. Complete Agreement**

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

**21. Applicable Law**



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

22. Counterparts

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

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

APPROVED BY:

Anaheim Union High School District  
Provider District

By: \_\_\_\_\_  
Authorized Agent Signature

Jaron Fried, Assistant Superintendent  
Name/Title

\_\_\_\_\_  
Date

Date Approved by Provider  
Sender  
District Board: \_\_\_\_\_

Garden Grove Unified School District  
Sender District

By:   
Authorized Agent Signature

RICK NAKANO / ASSISTANT  
Name/Title SUPERINTENDENT

4-12-2019  
Date

Date Approved by  
District Board: 6-5-2018

cc: SELPA

**District Name**  
**Regional Program:**  
**Annual Summary**  
**Period:**

**I. Base Revenue Earned**

- 1. Billing Districts Revenue Limit per ADA \_\_\_\_\_
- 2. Total ADA  
(ADA from Student Data worksheet) \_\_\_\_\_
- 3. District of Residence Revenue Limit Credit  
(line 1 x line 2) \_\_\_\_\_

**II. PL 94-42 Revenue Earned (Local Assistance)**

- 1. Current year PL 94-42 per pupil an \_\_\_\_\_ x # SH students \_\_\_\_\_  
(using prior yr Dec pupil

**III. Total Revenue**

- 1. Total Base Revenue Earned  
(section I - line 3) \_\_\_\_\_
- 2. Total PL 94-42 Revenue Earned \$ \_\_\_\_\_
- 3. Total Program Revenue \_\_\_\_\_

**IV. Expenditures**

- 1. Total Program Expenditures  
(from Allowable Costs Worksheet) \_\_\_\_\_

**V. Program Cost Billing**

- 1. Program Excess Cost \_\_\_\_\_

*(section IV line 1 minus section III line 3)*

2.	Total Student Count in Program <i>(Student Count from Student Data worksheet - not ADA)</i>		_____
3.	Total Per Student Costs <i>(line V1 divided by line V2)</i>		_____
4.	Total number of students by district of residence		_____
5.	Total XX-XX Regional Program Costs <i>(line V4 x line V3)</i>	\$	_____
6.	Less: Payments Received	\$	_____
7.	Total Invoice	\$	_____

Exhibit A

**Instructional Materials Submitted for Adoption**  
**Thursday, June 20, 2019**  
**June 14, 2019-June 20, 2019**

<b>Curriculum</b>	<b>Basic/ Suppl.</b>	<b>Course Name (Number)</b>	<b>Grade</b>	<b>Title</b>	<b>Publisher</b>
English	Suppl.	AP English Literature and Composition (#1555)	12	<i>The Sound and the Fury</i>	Knopf Doubleday Publishing Group
English	Suppl.	English 7 (#1330)	7	<i>Gregor the Overlander</i>	Scholastic Inc.
English	Suppl.	English 7/7 HP (#1330/1335) English 8/8 HP (#1350/1355)	7-8	<i>Brown Girl Dreaming</i>	Penguin Group
English	Suppl.	English 7/7 HP (#1330/1335) English 8/8 HP (#1350/1355)	7-8	<i>Dry</i>	Simon & Schuster
English	Suppl.	English 7/7 HP (#1330/1335) English 8/8 HP (#1350/1355)	7-8	<i>Ghost</i>	Atheneum Books
English	Suppl.	English 7/7 HP (#1330/1335) English 8/8 HP (#1350/1355)	7-8	<i>House Arrest</i>	Chronicle Books LLC
English	Suppl.	English 7/7 HP (#1330/1335) English 8/8 HP (#1350/1355)	7-8	<i>Inside Out and Back Again</i>	Harper Collins Publisher
English	Suppl.	English 7/7 HP (#1330/1335) English 8/8 HP (#1350/1355)	7-8	<i>Long Way Down</i>	Atheneum Books
English	Suppl.	English 7/7 HP (#1330/1335) English 8/8 HP (#1350/1355)	7-8	<i>The Crossover</i>	Houghton Mifflin Harcourt

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
English	Suppl.	English 8 (#1350)	8	<i>Breathing Under Water</i>	Harper Collins Publisher
English	Suppl.	English 8 (#1350)	8	<i>Moxie</i>	Roaring Book Press
English	Suppl.	English A1 IB/HL1 (#1556)	11-12	<i>The Thing Around Your Neck</i>	Knopf Doubleday Publishing Group
Science	Basic	Integrated Science 7/7 HP/7 HP-Spanish (#5212/5213/5214)	7	<i>CA HMH Science Dimensions</i>	Houghton Mifflin Harcourt
Science	Basic	Integrated Science 7/7 HP/7 HP-Spanish (#5212/5213/5214)	7	<i>CA Inspire Science</i>	McGraw-Hill
Science	Basic	Integrated Science 7/7 HP/7 HP-Spanish (#5212/5213/5214)	7	<i>Science Techbook</i>	Discovery Education
Science	Basic	Integrated Science 8/8 HP/8 HP-Spanish (#5216/5217/5218)	8	<i>CA HMH Science Dimensions</i>	Houghton Mifflin Harcourt
Science	Basic	Integrated Science 8/8 HP/8 HP-Spanish (#5216/5217/5218)	8	<i>CA Inspire Science</i>	McGraw-Hill
Science	Basic	Integrated Science 8/8 HP/8 HP-Spanish (#5216/5217/5218)	8	<i>Science Techbook</i>	Discovery Education
World Languages	Basic	Vietnamese & (#TBD)	7-12	<i>Tieng Viet Men Yeu, Level D</i>	East Side Union High School District
World Languages	Basic	Vietnamese 2 (#2332)	7-12	<i>Tieng Viet Men Yeu, Level B</i>	East Side Union High School District

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
World Languages	Basic	Vietnamese 3 (#2334)	7-12	<i>Tieng Viet Men Yeu, Level C</i>	East Side Union High School District

Field Trip Report

Board of Trustees

June 20, 2019

1. Katella High School: ASB (54 students-11 male, 43 female)  
 Adviser/Lead Chaperone: Scott Wilmoth (male)  
 Chaperones: Doug Wagner (male), John Hoganson (male), Paul Chylinski (male), Kyle Walker (male), Sarah Binford (female), Alison Cook (female), Michelle Duncan (female), Paola Gonzalez (female), Lorena Dayton (female), Deborah Hale (female), Sara Daddario (female), Carole Castro (female), Toni Stroud (female), and Terri Dancer (female)  
 Chaperones from the organization will assist in meeting District guidelines.  
  
 To: Chapman University, Orange, CA  
 Dates: July 29, 2019 to July 31, 2019  
 Purpose: AUHSD Annual Leadership Summer Retreat  
 Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations  
 Parent/Student-registration, 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: Cross Country Athletics (14 students-7 male, 7 female)  
 Adviser/Lead Chaperone: Dean Wang (male)  
 Chaperones: Daniel Sanchez (male) and Ashley Pollock (female)  
  
 To: Big Bear Lake, CA  
 Dates: July 29, 2019 to August 3, 2019  
 Purpose: Altitude Training for Cross Country  
 Expenses: Parent/Student-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
  
3. Loara High School: ASB (120 students-40 male, 80 female)  
 Adviser/Lead Chaperone: Paul Chylinski (male)  
 Chaperones: Doug Wager (male), Scott Wilmoth (male), John Hogencamp (male), Kyle Walker (male), Sergio Hernandez (male), John Dechene (male), Sarah Binford (female), Alison Cook (female), Paola Gonzalez (Female), Lorena Dayton (female), Debbie Hale (female), Michelle Duncan (female), Sarah Daddario (female), Carole Casto (female), Anne Fumelle (female), Cathy Fong (female), Kacie Herrera (female), Lauren Welker (female), Toni Stroud (female), and Terry Dancer (female)  
 Chaperones from the organization will assist in meeting District guidelines.  
  
 To: Chapman University, Orange, CA  
 Dates: July 29, 2019 to July 31, 2019  
 Purpose: AUHSD Annual Leadership Summer Retreat  
 Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations  
 Parent/Student-registration, 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

Field Trip Report

Board of Trustees

June 20, 2019

4. Magnolia High School: ASB (33 students-12 male, 21 female)  
Adviser/Lead Chaperone: Lorena Dayton (female)  
Chaperones: Paul Chylinski (male), Doug Wagner (male), Scott Wilmoth (male), John Hoganson (male), Deborah Hale (female), Sara Daddario (female), Carole Castro (female), Sarah Binford (female), Toni Stroud (female), and Terri Dancer (female)  
Chaperones from the organization will assist in meeting District guidelines.  
  
To: Chapman University, Orange, CA  
Dates: July 29, 2019 to July 31, 2019  
Purpose: AUHSD Annual Leadership Summer Retreat  
Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations  
Parent/Student-registration, 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
  
5. Oxford Academy: ASB (35 students-14 male, 21 female)  
Adviser/Lead Chaperone: Debbie Hale (female)  
Chaperones: Sarah Binford (female), Alison Cook (female), Paola Gonzalez (female), Lorena Dayton (female), Sara Daddario (female), Carole Casto (female), Toni Stroud (female), Terri Dancer (female), Doug Wager (male), Scott Wilmoth (male), John Hoganson (male), Paul Chylinski (male), and Kyle Walker (male)  
Chaperones from the organization will assist in meeting District guidelines.  
  
To: Chapman University, Orange, CA  
Dates: July 29, 2019 to July 31, 2019  
Purpose: AUHSD Annual Leadership Summer Retreat  
Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations  
Parent/Student-registration, 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
  
6. Oxford Academy: Yearbook (15 students-4 male, 11 female)  
Adviser/Lead Chaperone: Jin Y. Chang (male)  
Chaperones: Christina Choi (female) and Donna Smith (female)  
Chaperones from the organization will assist in meeting District guidelines.  
  
To: California State University, Long Beach, CA  
Dates: July 27, 2019 to July 31, 2019  
Purpose: Summer Yearbook Camp  
Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations  
Parent/Student-registration, 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



Field Trip Report

Board of Trustees

June 20, 2019

7. Savanna High School: ASB (33 students-8 male, 25 female)  
Adviser/Lead Chaperone: Sara Daddario (female)  
Chaperones: Kacie Herrera (female), Carole Casto (female), Lorena Dayton (female),  
Doug Wagner (male), Sergio Hernandez (male), and Paul Chylinski (male)  
Chaperones from the organization will assist in meeting District guidelines.

To: Chapman University, Orange, CA  
Dates: July 29, 2019 to July 31, 2019  
Purpose: AUHSD Annual Leadership Summer Retreat  
Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations  
Parent/Student-registration, 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

8. Western High School: Yearbook (6 students-3 male, 3 female)  
Adviser/Lead Chaperone: Charlene Leang (female)  
Chaperone: Brandon Leighton (male)

To: Chapman University, Orange, CA  
Dates: July 20, 2019 to July 23, 2019  
Purpose: Summer Yearbook Camp  
Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations  
Parent/Student-registration, 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

**CALIFORNIA STATE UNIVERSITY, FULLERTON**  
Teaching Internship Agreement

THIS AGREEMENT is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **California State University, Fullerton** ("University") and **Anaheim Union High School District** ("Affiliate"), referred to herein singularly as "party" or collectively as "parties," for the Term indicated herein.

WHEREAS, 1) University operates at least one Intern program which provides the requisite education and training for candidates; each admitted candidate shall be referred to herein as an ("Intern") pursuing one or more California Preliminary Teaching Credentials; and 2) every Intern program ("Intern Program(s)") included in this Agreement is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer Intern options in these programs;

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth below, University and Affiliate hereby agree to the following for those University Preliminary Teaching Credential Program(s) indicated below:

Multiple Subject Program	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Single Subject Program	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Education Specialist (Early Childhood, Mild/Moderate, and Moderate/Severe)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**1. TERM OF AGREEMENT AND EARLY TERMINATION CLAUSE.** This Agreement shall remain in full force and effective for an initial term of six (6) years beginning July 01, 2019 to June 30, 2025 (the "Term"). Either party may terminate this Agreement during the stated Term by notifying the other party with at least thirty (30) days' advance written notice of the intention to terminate; however, any such termination by the Affiliate will not be effective against any Intern who on the date of provision of said notice was participating in an Intern Program until such Intern has completed the Intern Program as initially agreed upon.

**2. INTERN QUALIFICATION.** Intern requirements are subject to change during the Term of this Agreement, hence, University shall ensure satisfaction of all applicable Education Code and CTC requirements in effect for and applicable to each Intern and Intern's respective Intern Program at the time of admission. University shall verify satisfaction or completion, as appropriate, of each of the following qualifications for every candidate admitted to any of its Intern Programs.

- A. Completion of a baccalaureate or higher degree from a regionally accredited institution of postsecondary education;
- B. Successful demonstration of basic skills proficiency (i.e. reading, writing, and mathematics) as required by Education Code Sections 44325, 44326, and 44453;
- C. Completion of all pre-service Preliminary Credential Program requirements per Education Code Section 44320(d) and CTC Common Standards as well as respective Intern Program requirements, which currently include English Learner Authorization.; and
- D. Demonstration of subject matter competence, as applicable:
  - i. **For Single Subject and Multiple Subject Interns.** Subject matter competence either by passing the Commission-approved subject matter examination(s) or completion of an approved subject matter preparation program, as required by Education Code Section 44325(c)(3).
  - ii. **Education Specialist Interns.** Passing of the Commission-approved subject matter examination(s) for a core subject content area as required through the approved program , per Education Code Section 44252(b).

**3. INTERN SUPERVISION AND SUPPORT.**

- A. University shall guide the development of the individual plan for mentoring support and professional development of each Intern, including coursework and fieldwork.
- B. Affiliate shall appoint, maintain, evaluate, and compensate trained support persons at each Intern's work site. In addition, Affiliate shall define and document the type and frequency of support services to be provided, including identification of regular, ongoing time for support persons to work with each Intern.
- C. Affiliate shall identify to University an assigned Mentor and support persons, all of whom shall first be determined to meet all required qualifications established by the Education Code and CTC which are in effect at the time of Intern assignment. Affiliate shall then provide appropriate training for performance of Mentor and support persons prior to an Intern assuming daily teaching responsibilities.
- D. Affiliate shall document that each Mentor meets established qualifications which currently include:
  - 1. possession of a valid corresponding Clear or Life Credential, and
  - 2. a minimum of three (3) years of successful teaching experience, and
  - 3. if specified English Learner support is to be provided, possession of an English Learner Authorization in addition to the other requirements established by the CTC.
- E. University shall assign an appropriate Supervisor for each Intern who meets established qualifications which currently include:
  - 1. subject matter competency which is current and appropriate for the grade level taught;
  - 2. an understanding of the context of public schooling;
  - 3. the ability to model best professional practices in teaching and learning, scholarship, and service;
  - 4. knowledge of diverse abilities including cultural, language, ethnic, and gender diversity; and
  - 5. a thorough grasp of the academic standards, frameworks, and accountability systems that drive public school curricula.
- F. Once an Intern has assumed daily teaching responsibilities, Supervisor and Mentor will communicate and collaborate regularly to provide appropriate support and supervision, including English Learner support, if applicable, related to the needs of the assigned Intern, per Education Code Section 44462.
- G. University and Affiliate shall also coordinate the tracking and documentation of Intern support and supervision hours.
- H. Affiliate and University shall cooperate regarding the provision and documentation of support and supervision hours for each Intern to ensure that minimum CTC requirements are met. Currently, the minimum combined support and supervision hours must total 144, and a minimum of two hours of combined support and supervision is required to be provided to the Intern every five instructional days.
- I. Affiliate and University will cooperate with the oversight, operation, and evaluation of the Intern Program in accordance with applicable CTC Common Standards.

#### **4. INTERN ASSIGNMENT REQUIREMENTS.**

- A. Public school districts and county offices of education are eligible Affiliates for all Intern Programs while an Affiliate that is either a) organized as a non-public school, or b) contracted with regional centers to provide services to babies and toddlers with disabilities, is only eligible for the Special Education Program(s) noted herein per Education Code Sections 44321 and 44452.
- B. Affiliate shall hire each Intern on a part-time or full-time probationary or temporary contract with pay and benefits, including workers' compensation coverage, commensurate with the Intern assignment.
- C. Affiliate shall assign each Intern to assume the functions which are authorized by said Intern's teaching or services credential per Education Code Section 44454.
- D. University stipulates that Intern's services meet the instructional or service needs of the participating Affiliate(s) in accordance with Education Code Section 44458.
- E. Affiliate shall ensure that each bilingual Intern is placed in an appropriate bilingual setting to allow Intern to apply and practice appropriate bilingual instruction.
- F. Affiliate shall make every attempt, within the constraints of openings available, to place each Intern in a teaching situation which will maximize first year success including but not limited to such elements as a supportive principal, available peer support, class selection, etc.
- G. Affiliate shall provide each Intern with a full range of teaching responsibilities indicative of a full-time or part-time teacher, as appropriate.

- H. If it is necessary for an Intern to attend class at University and/or complete necessary classroom observations of credentialed teachers, Affiliate shall permit the Intern to use appropriate release time from teaching responsibilities when such Intern has notified Affiliate of such needed release time prior to assignment. Release time requested shall allow for sufficient travel time and Affiliate acknowledges that a University class may begin as early as 4:00 p.m.

**5. INTERN EVALUATION AND PROGRAM OVERSIGHT.**

- A. Affiliate shall work with University to provide annual evaluations of each Intern as required for credential decisions.
- B. Affiliate has the option to designate an administrator and/or teacher representative to serve on the Internship Advisory Board which meets once each semester, as needed.
- C. University Intern Program coordinators shall coordinate meeting of the Internship Advisory Boards(s), as needed.
- D. Per CTC Preconditions for Internship Programs, the parties to this Agreement certify that Interns will not displace certificated employees in the participating school districts. Both parties further certify that when an Intern is hired, there are no available qualified, certificated persons holding the credential.

**6. TENURE ELIGIBILITY.** Tenure eligibility for any Intern hired by Affiliate under this Agreement shall be in accordance with Education Code Section 44466.

**7. INDEMNIFICATION.** University shall defend, indemnify, and hold harmless Affiliate, its officers, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, agents, and volunteers.

Affiliate shall defend, indemnify, and hold harmless the University, its officers, employees, agents, and volunteers from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Affiliate, its officers, employees, and agents.

**8. DISPUTE RESOLUTION.** In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral entity. The costs of and related to the services of the neutral entity will be split equally between the Parties.

**9. NO AGENCY RELATIONSHIP CREATED.** Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the parties, hence, neither party shall have the authority to bind the other party for any purpose.

**10. INSURANCE REQUIREMENTS.** University and Affiliate shall each secure and maintain insurance coverage during the Term, at their respective sole expense, of the types noted below and with the respective minimum limits covering themselves including their employees, officers, agents, and volunteers. Each party reserves the right to request, and agrees to provide upon request, documentation of such coverage(s). If any documented policy is cancelled before the expiration thereof, written notice shall be delivered to the other party in accordance with policy provisions. Each party acknowledges that such insurance coverage requirements may be addressed through a variety of risk financing methods including commercial insurance, self-insurance, risk sharing pool, captive, or combination thereof and that when placed with commercial insurers, such insurers shall have an A.M. Best rating of no less than A, VII or equivalent or as accepted by the other party.

- A. **Comprehensive or Commercial Form General Liability (including Contractual Liability) with minimum limits as follows:**
  - Each Occurrence: \$1,000,000, General Aggregate: \$3,000,000
- B. **Workers' Compensation Liability:**
  - Minimum limit as required by statute
  - Employer's Liability: Minimum limit of \$1,000,000 per each accident, employee, and disease
- C. **Professional Liability coverage** (appropriate to the professional activities):
  - Minimum limits: \$1,000,000 per claim, \$2,000,000 per policy
  - Coverage to be maintained for a period of five (5) years beyond the Term of this Agreement
- D. **Automobile Liability coverage**
  - Minimum limit: \$1,000,000 combined single limit.

The foregoing insurance limits and/or requirements shall be subject to modifications to coverage forms and/or limits as mandated from time to time by the respective insurance programs of the parties. Both parties agree to provide the other party with no less than thirty (30) days' written notice of any change in coverage forms and/or limits. In the event of such change, both parties agree to renegotiate insurance requirements, if necessary, within thirty (30) calendar days from receipt of notification of such change ("renegotiation period"). New Agreement terms regarding coverage forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written amendment to this Agreement issued within the renegotiation period. If the parties are unable to renegotiate said coverage forms and/or limits during the renegotiation period, this Agreement shall automatically terminate at the end of the renegotiation period unless the parties mutually agree in writing to extend the renegotiation period for an additional thirty (30) days.

University has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5<sup>th</sup> Floor, Long Beach, CA 90802-4210.

**11. GOVERNING LAW.** This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.

**12. MODIFICATIONS AND NOTICES.** Any modification to this Agreement shall be enforceable only if such modification is presented in writing and subsequently signed by an authorized representative of each party ("Amendment"). Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and delivered using an independently traceable means of delivery to the other party, as applicable.

**University mailing address:**  
California State University, Fullerton  
Attn: Contracts & Procurement  
2600 Nutwood Ave., Suite 300  
Fullerton, CA 92831

**Affiliate mailing address:**  
Anaheim Union High School District  
Attn: Liliana Carillo  
501 N. Crescent Way  
Anaheim, CA 92801

For programmatic questions, please contact the College of Education (specify the Intern Program):  
CSUF College of Education  
2600 Nutwood Ave., Suite 500  
Fullerton, CA 92831  
Ph: 657/278-3411

This Agreement is hereby executed by the authorized representative of each party entered and as of the dates written below.

**CALIFORNIA STATE UNIVERSITY,  
COLLEGE OF EDUCATION**

**ANAHEIM UNION HIGH SCHOOL DISTRICT:**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print: Alexander Arias

Print: Brad Jackson

Title: Buyer I

Title: Assistant Superintendent, HR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CALIFORNIA STATE UNIVERSITY,  
FULLERTON:**

**Union Bargaining Unit Representative  
(if required):**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print: Dr. Melinda Pierson

Print: \_\_\_\_\_

Title: Chair, Department of Special Ed

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**If Board Approval is Required:**  
**BOARD APPROVAL DATE:**

\_\_\_\_\_

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-0898**

THIS AGREEMENT is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **California State University, Fullerton** (“University”) and **Anaheim Union High School District** (“Affiliate”), referred to herein singularly as “party” or collectively as “parties,” for the TERM defined herein and with the mailing address as noted for each party.

**WHEREAS**, Affiliate is authorized to enter into agreements with University in order to provide teaching experience through practice teaching to students enrolled in teacher training curricula of University; and

**WHEREAS**, any such student enrolled in teacher training curricula of University who is assigned to a location under Affiliate jurisdiction shall be referred to herein as a “Student Teacher” or collectively as “Student Teachers”; and

**WHEREAS**, any such agreement may provide for an honorarium for services rendered by an Affiliate’s employee, each referred to herein as a “Supervising Teacher,” of an amount not to exceed the actual cost to Affiliate for the services rendered by such Supervising Teacher; and

**WHEREAS**, it has been deTermined between the parties hereto that honorarium amount(s) authorized by University which are invoiced by and payable to Affiliate under this Agreement shall not exceed the actual cost to Affiliate for the services rendered by any Supervising Teacher; and

**WHEREAS**, each honorarium paid to Affiliate hereunder is intended to be transmitted promptly by the Affiliate to the Supervising Teacher as compensation for and recognition of services performed for the benefit of the Student Teacher in the Supervising Teacher’s charge;

**NOW, THEREFORE**, it is mutually agreed between University and Affiliate as follows:

- 1. TERM OF AGREEMENT AND EARLY TERMINATION CLAUSE.** This Agreement shall remain in full force and effective for an initial term of six (6) years beginning July 01, 2019 to June 30, 2025 (“Term”). This Agreement may be Terminated at any time by written mutual agreement or upon 30 days’ advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall said Termination take effect with respect to any Student Teacher. In the event that the Termination of this Agreement affects any active Student Teacher placement, such Student Teacher shall be permitted to complete training for any semester in which Termination would otherwise occur.
- 2. PRACTICE TEACHING.** Affiliate shall provide practice teaching experience to Student Teachers in schools and classes under the jurisdiction of Affiliate on a semester basis. Such practice teaching shall be provided under direct supervision and instruction of Certified Teachers of Affiliate, as Affiliate and University, through their duly authorized representatives, may agree upon.

“Practice teaching” as used herein and elsewhere in this Agreement implies active participation in duties and functions of classroom teaching under directly supervised instruction by Affiliate employees holding valid professional clear or life diplomas issued by the State Board of Education, other than emergency or provisional credentials, authorizing said Affiliate employees to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT

AGREEMENT NO. C18-0898

3. **STUDENT TEACHER ASSIGNMENT.** No guarantee is either expressed or implied in regard to the number of Student Teachers who may be assigned to Affiliate in any given semester during the Term. An assignment of a Student Teacher to practice teaching in schools or classrooms in Affiliate jurisdiction shall be at the discretion of the University and either for a period of approximately nine (9) weeks or for a period of approximately eighteen (18) weeks, and a Student Teacher may be given more than one (1) assignment by the University to practice teaching in such schools or classes.

A semester unit of practice teaching under this Agreement is considered approximately

- a) twenty (20) minutes of practice teaching conducted per day, five (5) days per week, for eighteen (18) weeks for elementary and secondary schools, or
- b) twenty (20) minutes of practice teaching conducted per day, three (3) days per week, for eighteen (18) weeks during regular session for community colleges and/or adult schools.

Assignment of a Student Teacher to practice teaching in the jurisdiction of Affiliate shall be deemed to be effective for purposes of this Agreement as of the date on which the Student Teacher presents to the proper authorities of Affiliate the assignment card or other document given to the Student Teacher effecting such assignment but not earlier than the date of such assignment as shown on such card or other document.

Affiliate may, at its sole discretion, refuse to accept for practice teaching any student of the University assigned to practice teaching at a location under Affiliate jurisdiction. Upon request of Affiliate, University, at its sole discretion, shall Terminate the assignment of said Student Teacher and henceforth reassign said Student Teacher either to another location within Affiliate jurisdiction or to a location outside of Affiliate jurisdiction, as appropriate.

4. **HONORARIUM.** University shall remit an honorarium to Affiliate on for performance of all services required to be performed under this Agreement, including submission of an appropriately detailed invoice, at the rate of \$25.00 for each semester unit of practice teaching per assigned Student Teacher as defined herein ("Rate"). Payment will be issued subsequent to verification of invoice(s) and review of Supervising Teacher evaluation, both of which are to be submitted by Affiliate at the close of each semester. Due to variations in fieldwork requirements, and for illustrative purposes only, payments are typically calculated at \$125 for the first assignment and \$250 for the second assignment, respectively. Absences of a Student Teacher from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the Student Teacher by Affiliate. *Invoice Submission Instructions shall be provided to Affiliate separately from this Agreement by a College of Education representative.*

In the event the assignment of a Student Teacher to practice teaching is Terminated by the University for any reason, the Affiliate shall receive payment on account of such Student Teacher, except in such cases where such assignment is Terminated before the end of the ninth week of the assignment, in which case Affiliate shall receive payment for an assignment of nine (9) weeks only.

If a Student Teacher is assigned by the University to another Supervising Teacher or location within the jurisdiction of Affiliate after a Student Teacher assignment has become effective, this reassignment shall be considered for payment purposes as an entirely new and separate assignment. In the event of such reassignment, the Supervising Teacher who supervises the majority of the assignment and submits the required evaluation shall be considered qualified for payment purposes.



**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-0898**

- 5. INVOICING AND PAYMENT.** Within a reasonable time following the close of each semester of University, Affiliate shall submit an invoice to University for payment at the Rate provided herein for all semester units of practice teaching provided by Affiliate under and in accordance with this Agreement during said semester. Affiliate shall attach to the invoice a certificate executed by a duly authorized representative of Affiliate certifying that the Affiliate expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The University shall pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State of California.

Notwithstanding any other provisions of this Agreement, University shall not be obligated by this Agreement to pay Affiliate any amount in excess of the Rate as set forth in the Special Provisions, any amount for services provided outside of the Term of this Agreement, or any amount for services which do not comply with the requirements stated herein.

- 6. INDEMNIFICATION.** University shall defend, indemnify, and hold harmless the Affiliate, its officials, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, employees, or agents.

Affiliate shall defend, indemnify, and hold harmless the University, its officials, employees, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Affiliate, its officials, employees, or agents.

- 7. PRIVACY LAWS.** Student Teachers shall comply with all applicable privacy laws and statutory regulations in regard to safeguarding personally identifiable Affiliate student information including but not limited to the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g; 34 CFR Part 99) and the California Education Code.
- 8. FINGERPRINTING/BACKGROUND CHECKS.** In accordance with California Education Code Section 44320 (d), each credential candidate prior to assignment to Affiliate must obtain at their sole expense a "Certificate of Clearance," which includes a completed Live Scan Service. The University will ensure that each Student Teacher receives this Certificate of Clearance prior to reporting to any assignment in the jurisdiction of Affiliate.
- 9. TUBERCULOSIS CLEARANCE.** As permitted by California Education Code (EC) Section 49406, no Student Teacher shall be placed in fieldwork experience at any location of the Affiliate until Student Teacher has presented to Affiliate acceptable documentation of an examination performed by a licensed physician or surgeon (as defined in EC 49406) certifying that said Student Teacher is free of active tuberculosis within the sixty-day (60-day) period immediately preceding commencement of the assignment. All associated fees and/or costs associated with such examination and certification shall be the sole responsibility of the Student Teacher.
- 10. DISPUTE RESOLUTION.** In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-0898**

to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral entity. The costs of and related to the services of the neutral entity will be split equally between the Parties. In the event that legal action is pursued, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as permitted by law.

**11. NO EMPLOYMENT OR AGENCY RELATIONSHIP CREATED.** The parties hereto acknowledge that Student Teachers are participating solely to obtain field experience as part of an academic program for educational purposes and that nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the parties, hence, neither party shall have the authority to bind the other party for any purpose. Furthermore, Student Teacher(s) are not considered employees of the Affiliate for any purpose and shall not receive any remuneration for their services and/or time under this Agreement. Therefore, any student teacher(s) assigned by University to a location under Affiliate jurisdiction shall have no claim under this Agreement in regards to personal expenses of any kind as well as fringe benefits including but not limited to unemployment insurance, vacation accrual, sick leave, retirement benefits, medical/dental insurance, workers' compensation benefits, and social security contributions. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the Termination or expiration of this Agreement.

**12. INSURANCE REQUIREMENTS.** University and Affiliate shall each secure and maintain insurance coverage during the Term, at their respective sole expense, of the types noted below and with the respective minimum limits covering themselves including their employees, officers, agents, and volunteers. Each party reserves the right to request, and agrees to provide upon request, documentation of such coverage(s). If any documented policy is cancelled before the expiration thereof, written notice shall be delivered to the other party in accordance with policy provisions. Each party acknowledges that such insurance coverage requirements may be addressed through a variety of risk financing methods including commercial insurance, self-insurance, risk sharing pool, captive, or combination thereof and that when placed with commercial insurers, such insurers shall have an A.M. Best rating of no less than A, VII or equivalent or as accepted by the other party.

**A. Comprehensive or Commercial Form General Liability (including Contractual Liability) with minimum limits as follows:**

- Each Occurrence: \$1,000,000, General Aggregate: \$3,000,000

**B. Business Automobile Liability (minimum limits):**

- Each Occurrence: \$1,000,000 Combined Single Limit for owned, scheduled, hired, or non-owned vehicles

**C. Workers' Compensation Liability:**

- Minimum limit as required by statute
- Employer's Liability: Minimum limit of \$1,000,000 per each accident, employee, and disease

**D. Professional Liability coverage (appropriate to the professional activities):**

- Minimum limits: \$1,000,000 per claim, \$2,000,000 per policy
- Coverage to be maintained for a period of five (5) years beyond the Term of this Agreement

The foregoing insurance limits and/or requirements shall be subject to modifications to coverage forms and/or limits as mandated from time to time by the respective insurance programs of the parties. Both parties agree to provide the other party with no less than thirty (30) days' written notice of any change

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-0898**

in coverage forms and/or limits. In the event of such change, both parties agree to renegotiate insurance requirements, if necessary, within thirty (30) calendar days from receipt of notification of such change (“renegotiation period”). New Agreement Terms regarding coverage forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written amendment to this Agreement issued within the renegotiation period. If the parties are unable to renegotiate said coverage forms and/or limits during the renegotiation period, this Agreement shall automatically Terminate at the end of the renegotiation period unless the parties mutually agree in writing to extend the renegotiation period for an additional thirty (30) days.

University shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows: The State of California has elected to be self-insured for its general liability, automobile liability, worker’s compensation, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insurance program. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including State official operations or under an official contract or license agreement. Inquiries regarding tort liability should be referred to the Government Claims Board, 400 “R” Street, Sacramento, CA 95812. Any claims regarding property are to be referred to The California State University, Risk Management and Public Safety, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

**13. GOVERNING LAW.** This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.

**14. MODIFICATIONS AND NOTICES.** Any modification to this Agreement shall be enforceable only if such modification is presented in writing and subsequently signed by an authorized representative of each party (“Amendment”). Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and delivered using an independently traceable means of delivery to the other party, as applicable.

University mailing address:  
California State University, Fullerton  
Attn: Contracts & Procurement  
2600 Nutwood Ave., Suite 300  
Fullerton, CA 92831

Affiliate mailing address:  
Anaheim Union High School  
District Attn: Liliana Carrillo  
501 N. Crescent Way  
Anaheim, CA 92801

For Student Teaching programmatic questions, please contact the College of Education:  
CSUF College of Education  
2600 Nutwood Ave., Suite 500  
Fullerton, CA 92831  
Ph: 657/278-3411

**SEE NEXT PAGE FOR SIGNATURES**

**CALIFORNIA STATE UNIVERSITY, FULLERTON  
STUDENT TEACHING AGREEMENT**

**AGREEMENT NO. C18-0898**

This Agreement is hereby executed by the authorized representative of each party entered and as of the dates written below.

**California State University, Fullerton**

**Anaheim Union High School District**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print: Dr. Melinda Pierson

Print: Brad Jackson

Title: Chair, Department of Special Ed

Title: Assistant Superintendent, Human Resources

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

**THIS AGREEMENT** entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and Anaheim Union HSD hereinafter called the **DISTRICT**:

### W I T N E S S E T H

**WHEREAS**, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

**WHEREAS**, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

**WHEREAS**, the University operates fully-accredited educational programs for its candidates; and

**WHEREAS**, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

**NOW, THEREFORE**, it is mutually agreed upon between the parties as follows:

### GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2019** and terminate on **June 30, 2024**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.
3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.
4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. Insurance.

- a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees and candidates.
- b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.
- c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.
- d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:
  - i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.
  - ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.
  - iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such

candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

**6. Confidentiality.**

- a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.
- b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.
8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.
9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

**10. Indemnification.**

- a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney’s fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate’s clinical training.
- b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney’s fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate’s clinical training.

**11. Scope of Work.**

**TEACHER EDUCATION FIELD EXPERIENCE**

“Field Experience” as used herein refers to brief (eight week) periods in which a candidate, enrolled in field experience embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom host teachers. With the guidance of the classroom host teacher, the candidate will be required to teach no fewer than one and no more than four independent lessons to individual K-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom host teacher, the candidate will be required to administer informal and formal assessments to individual K-12 students and/or small groups of no more than 10 students during their field experience in an effort to fulfill course assignment purposes only. The candidate may be required to observe in a variety of settings to meet course expectations and will document 15 hours of field experience per each field experience embedded course. Field Experience is not commensurate with Student Teaching.

Field Experience is to be completed under the direct supervision of a host teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where candidates complete field experience will consist of K-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California’s adopted content standards and frameworks. At the conclusion of the Field Experience, the host teacher(s) will be asked to complete a short disposition rating scale on the candidate's disposition and performance during the field experience hours.

The University will ensure candidates who participate in field experience have met the requirements of (a) California Basic Skills requirement, (b) possessing a valid certificate of clearance or other valid CTC document, and (c) current enrollment in a field experience embedded course. The University will provide support to the candidate through the direction and discussion provided within the field experience



embedded course. Assignments directly related to the candidate's field experience, in the form of reflection logs and written assignments, will be required and evaluated by the course instructor.

### **TEACHER EDUCATION STUDENT TEACHING**

"Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area K-12 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the supervising teacher not have additional district or school based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for candidates who are assigned by the University to student teaching. Classrooms where candidates complete student teaching must include K-12 students who are English Learners, on an IEP, 504 Plan, students who qualify for GATE, and/or students from an underserved group. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of candidate and district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student teacher placement in locations where the candidate is able to video record his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires candidates to affirm that they have followed all applicable video policies of the District for the CalTPA task requiring a video.

The District recognizes the importance of facilitating placements that allow teacher candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the teacher candidate may use video capturing to record their classroom instruction and submit it online for review as part of the university mentor observation and formative feedback process.

The District may, for good cause, refuse to accept any candidate of the University assigned to student teaching in the District. Upon request of the District, made for good cause, the University shall terminate the student teaching assignment of any candidate of the University.

The University will ensure candidates who participate in student teaching have satisfied the additional requirements of (a) meeting the California Basic Skills requirement, (b) demonstrating Subject Matter Competence (or 4/5 of Subject Matter Competence for Undergraduates in an approved Subject Matter

Preparation Program), (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

“Full-time student teaching” is an assignment for the regular school day (at least seven hours) for 16 weeks including all duties normally performed by a teacher. The 16 weeks aligns with the University’s Fall and Spring semesters.

At the secondary level, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for sixteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

For special education, a full-time assignment is a full school day (at least seven hours) in an appropriate mild/moderate or moderate/severe setting for sixteen weeks. For this, the University will pay the District for performance by the District of all services required at the rate of two hundred dollars (\$200) for each full-time student teacher.

At the elementary level a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. For this, the University will pay the District for performance by the District of all services required at a rate of one hundred dollars (\$100) for each full-time student teacher.

An assignment of a candidate of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester; a Fall semester to be approximately end of August to beginning of December and a Spring semester to be approximately the beginning of January to beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

### **TEACHER EDUCATION INTERN TEACHING**

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program pursuant to California Education Code Section 44450 whereby University candidates may be placed as Intern teachers in District Schools. An Intern candidate is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential. The Intern candidate’s services meet the instructional needs of the participating district. The Intern candidate does not displace other certificated employees in the participating district, and this agreement meets with the District’s contractual specifications with certificated employees.

The District will assign each Intern candidate a certified mentor/support provider who will be responsible for overseeing and offering support to the Intern candidate throughout the internship teaching year(s). The District agrees to provide to the University the name of the mentor/support provider for each term. The certified mentor/support provider must (a) hold a valid corresponding Clear or Life credential, (b) have

completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to a candidate who does not have EL Authorization.

The University shall provide district employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including the identification of protected time for district provided support providers to work with the Intern candidates within the school day to deliver the appropriate support/mentoring and supervision to the candidate and an evaluation of the site support that is provided.

The University will ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) California Basic Skills requirement, (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have completed the required Pre-service Training.

The University will assign a University supervisor to support the intern who will work cooperatively with the district personnel designated above. The University supervisor will confer with both the site administrator and the mentor/support provider for the intern. The University supervisor will have the following minimum qualifications (a) have current knowledge in the content area of the candidate; (b) have the ability to model best professional practices in teaching learning, scholarship, and service; (c) have knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern candidate, which will include an annual evaluation. For Intern candidates teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern candidate each school year. Intern candidates without an EL authorization are required to receive 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision in the form of content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern candidate observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision in the form of field mentors, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to

observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating district will identify an individual who is immediately available to assist Intern candidates with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This individual must have an EL authorization.

The University shall ensure Intern Teacher assignments take place in locations where the candidate is able to record his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires candidates to affirm that they have followed all applicable video policies of the District for the TPA task requiring a video.

The District recognizes the importance of facilitating placements that allow Intern candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction, assessment. The District recognizes that the Intern candidate may use video capturing to record their classroom instruction and submit it online for review as part of the university mentor observation and formative feedback process.

The District and the University agree to provide access to those who will be evaluating the performance of the candidate to provide knowledge on the performance of Intern candidates and any areas of needed additional support or supervision.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM**

Practicum as used herein refers to the hours that a candidate, enrolled in practicum embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of two years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

For School Counseling candidates, it is the expectation that candidates are required to meet one-on-one with a client who is 12 to 18 years of age for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, candidates should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a current CTC

document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates' confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELD PROGRAM**

The District agrees to appoint a staff member as District Representative to administer the District's responsibilities related to the Program and collaborate with the Coordinator of Field Education for School Counseling and School Psychology in implementing the candidate's field experience at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Field Supervisors responsible for direct supervision of assigned candidates. District employees designated as Field Supervisors shall meet the CTC criteria for supervising students. School Psychology Field Supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of two years full-time experience as a school psychologist. School Counseling Field Supervisors must have a current PPS credential with an authorization in school counseling and a minimum of two years full-time experience as a school counselor. In the absence of the Field Supervisor so designated, suitable alternate persons will be designated and available.

The District Representative and Field Supervisors shall be granted with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the field experience; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during field experience; (e) advise the University of any changes in its personnel, operations or policies which may affect the field experience; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the field experience; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h)

document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates' confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

### **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELD PROGRAM**

The District agrees to appoint a staff member as District Representative to administer the District's responsibilities related to the Program and collaborate with the Coordinator of Field Education for School Counseling and School Psychology in implementing the candidate's field experience at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Field Supervisors responsible for direct supervision of assigned candidates. District employees designated as Field Supervisors shall meet the CTC criteria for supervising students. School Psychology Field Supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of two years full-time experience as a school psychologist. School Counseling Field Supervisors must have a current PPS credential with an authorization in school counseling and a minimum of two years full-time experience as a school counselor. In the absence of the Field Supervisor so designated, suitable alternate persons will be designated and available.

The District Representative and Field Supervisors shall be granted with sufficient time to supervise, plan and implement the field experience including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the field experience; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during field experience; (e) advise the University of any changes in its personnel, operations or policies which may affect the field experience; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the field experience; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h)

provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the candidate's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork/internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each candidate's field experience. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's field experience, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any patient's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the candidates' field experience at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the field experiences. The university shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University shall ensure candidates who participate in field experience have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a current CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their field assignment.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of field assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

## **SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN**

The Intern School Counselor or School Psychologist is authorized to assume the functions that are authorized by the Pupil Personnel Services School Counseling or School Psychology Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment.

The University shall provide a supervisor to work cooperatively with the Intern School Counselor or School Psychologist and site supervisor.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of two years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate.

The District shall ensure no Intern School Counselor or School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

## **ADMINISTRATIVE SERVICES PRELIMINARY FIELD EXPERIENCE**

The Administrative Services Preliminary Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from a District/Site Administrator who holds a California Administrative Services Credential, as well as, from the university fieldwork supervisor and course instructors, aligned with the standards of the California Commission for Teacher Credentialing.

The District shall provide a variety of diverse and realistic settings both in the day-to-day functions of administrators and in long-term policy design and implementation. The District agrees to select a site for the candidate that is conducive to learning the skills of educational and instructional leadership and designate a certified administrator at the candidate's site who has successful leadership experience to provide support and counseling to the candidate and to evaluate the candidate's performance in collaborative efforts with the university supervisor. The candidate will receive opportunities to experience responsibilities that are closely related to the job performance requirements of administrators. The designated certified administrator providing supervision shall review and provide input into the



Administrative Services Preliminary Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate's progress and professional development needs; and participate in the assessment of the candidate's performance on an ongoing basis.

The District recognizes the importance of facilitating placements that allow candidates to complete a range of activities such as, but not limited to, demonstrating commitment to collaborative student-centered practices, creating a learning culture that supports all students, understanding and reflection on socioeconomic and cultural diversity, and continuous program improvement. Candidates must have access to partnerships with other educational, social, and community entities that support teaching and learning for all students, as well as, access to data, the ability to work with other educators, and the opportunity to observe teaching practice.

The District recognizes the importance of facilitating placements that allow candidates to complete the California Administrator Performance Assessment (CalAPA), and has necessary policies and procedures in place related to the appropriate use of video recording to demonstrate evidence of leadership practice.

The University agrees to provide a university fieldwork supervisor that will be available for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

### **ADMINISTRATIVE SERVICES INTERN**

The Intern administrator is authorized to assume the functions that are authorized by the Administrative Services Internship Credential.

The University shall ensure candidates in the Internship Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirements of (a) holding an appropriate clear or life teaching or services prerequisite credential, (b) passing the CBEST exam, and (c) have five years of successful teaching or appropriate service experience.

The University shall provide a supervisor to work cooperatively with the Intern administrator and site supervisor.

The University will ensure that the candidate is consistently enrolled and making progress toward credential and/or degree completion.

The District shall authorize an on-site administrator to supervise the Intern administrator.

The District recognizes the importance of facilitating placements that allow candidates to complete the California Administrator Performance Assessment (CalAPA), and has necessary policies and procedures in place related to the appropriate use of video recording to demonstrate evidence of leadership practice.

The District shall ensure no Intern administrator will have his/her salary reduced by more than one-eighth of the total contracted administrative pay to cover costs of site supervision. The salary of the Intern

administrator shall not be less than the minimum base salary paid regularly certificated administrative personnel in similar positions.

The District agrees that the Intern administrator will remain a management employee of the District for the term of the issued Internship Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern administrator does not displace other certificated administrative employees in the District.

### ADMINISTRATIVE SERVICES CLEAR FIELD EXPERIENCE

The Administrative Services Credential Program can more successfully prepare candidates for leadership roles when there is active collaboration between Districts and the University. To that end, this agreement seeks to ensure that candidates receive adequate guidance, mentoring, and assistance from the candidate's mentor as well as from the university fieldwork supervisor, aligned with the standards of the California Commission for Teacher Credentialing.

The District agrees to designate a certified administrator at the candidate's site who has successful leadership experience to provide support and counseling to the candidate and to evaluate the candidate's performance in collaborative efforts with the university supervisor. The designated certified administrator providing supervision shall review and provide input into the Clear Administrative Services Credential Program fieldwork materials, activities, assessments, and procedures; complete any and all fieldwork assessments of the candidate in a timely manner; meet with the university fieldwork supervisor as needed to discuss the candidate's progress and professional development needs; and participate in the assessment of the candidate's performance on an ongoing basis.

The University agrees to provide a university fieldwork supervisor that will be available for the candidate, and/or the designated certified administrator to discuss pertinent issues and progress towards established performance expectations. The University agrees to provide guidance to the candidate including conducting seminars related to the fieldwork experience and expectations to complete all fieldwork requirements.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

By \_\_\_\_\_

Name: Rebekah Harris

Title: Assistant Dean

Date \_\_\_\_\_

Azusa Pacific University

School of Education

P.O. Box 7000

Anaheim Union HSD

Signature \_\_\_\_\_

Printed Name: Brad Jackson

Title: Assistant Superintendent, HR

Date \_\_\_\_\_

Address: 501 N. Crescent Way

Anaheim, CA 92803-3520 \_\_\_\_\_

Phone Number: (714) 999-1512 \_\_\_\_\_

RETAINER AGREEMENT

1 THIS AGREEMENT is made and entered into effective this 1st day of July, 2019, by and  
2 between the ANAHEIM UNION HIGH SCHOOL DISTRICT, referred to as the "DISTRICT," and  
3 PARKER & COVERT LLP, hereinafter referred to as "Attorneys."  
4

5 WITNESSETH

6 WHEREAS, the DISTRICT desires to obtain from Attorneys certain legal services to be  
7 rendered at the request and direction of the governing board of the DISTRICT pursuant to Education  
8 Code section 35041.5; and  
9

10 WHEREAS, the DISTRICT has determined that it is in the best interest of the DISTRICT to  
11 appoint Attorneys to represent DISTRICT in the matters that are hereinafter specified;

12 NOW THEREFORE, in consideration of the mutual promises herein contained, the parties  
13 hereto agree as follows:

14 1. DISTRICT retains Attorneys for the purpose of providing specific legal services. For  
15 the purpose of requesting specific legal services, the Board President, the Superintendent or the  
16 Superintendent's designee is hereby designated as the DISTRICT's representatives in selecting the  
17 legal services to be rendered.  
18

19 2. DISTRICT shall pay Attorneys for the services herein performed at the rates set forth  
20 in Exhibit "A" which is attached hereto and by this reference incorporated herein. These rates will  
21 be in effect from July 1, 2019 through June 30, 2021.  
22

23 3. Attorneys shall perform the services herein provided at the rates set forth in said  
24 Exhibit.

25 4. DISTRICT shall also pay and reimburse Attorneys for any actual and necessary costs  
26 and expenses incurred in the course of handling such services. Actual and necessary costs and  
27 expenses include those charges that Attorneys directly incur including, but not limited to, filing fees,  
28

1 reproduction of documents, toll telephone charges, messenger and delivery services, travel expenses  
2 other than mileage costs, and court reporting costs.

3 5. Attorneys shall present statements for the services rendered pursuant hereto during  
4 the preceding month, and DISTRICT shall pay the same within a reasonable time thereafter, which  
5 is agreed to be within 45 days of receipt of attorneys' statement.

6 6. Attorneys shall serve under the terms of the Agreement at the pleasure of the  
7 DISTRICT and the DISTRICT hereby reserves the right to terminate Attorneys upon written notice  
8 to Attorneys.

9 7. Attorneys shall maintain at all times a policy of professional liability insurance  
10 while representing and advising DISTRICT.

11 8. Upon DISTRICT's written request Parker & Covert LLP will, whether or not  
12 all fees owing under this Agreement have been paid, make DISTRICT's file (with the  
13 exception of Parker & Covert LLP's work product) available for pickup by the DISTRICT at  
14 Parker & Covert LLP's office. Parker & Covert LLP may at any time request in writing that  
15 the DISTRICT take possession of all or a portion of DISTRICT's files. If the DISTRICT  
16 does not take possession within ninety (90) days after mailing of such request, Parker &  
17 Covert LLP may thereafter destroy the files. In any case, Parker & Covert LLP is authorized  
18 to destroy the files without notice five (5) years after termination of the matter or Parker &  
19 Covert LLP's employment.

20 9. Attorneys reserve the right in their discretion to terminate this Agreement at  
21 any time Attorneys deem necessary or advisable upon thirty (30) days written notice to  
22 DISTRICT.

1 In witness whereof, this Retainer Agreement was duly approved by the Board of  
2 Trustees.

3 ANAHEIM UNION HIGH SCHOOL DISTRICT  
4

5  
6 Date: \_\_\_\_\_, 2019

By: \_\_\_\_\_

7 Brad Jackson

Title: Assistant Superintendent, HR

8  
9  
10 PARKER & COVERT LLP

11 Date: May 13, 2019

By:   
Spencer E. Covert

EXHIBIT "A"

Rates 7/1/2019 to 6/30/20

PARTNERS	\$265.00 per hour
ASSOCIATES	\$235.00 per hour
LAW CLERKS/PARALEGALS	\$135.00 per hour

Rates 7/1/2020 to 6/30/21

PARTNERS	\$275.00 per hour
ASSOCIATES	\$245.00 per hour
LAW CLERKS/PARALEGALS	\$135.00 per hour

## ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade APC ("Attorneys"), agree to provide legal services to Anaheim Union High School District, (the "District") on the terms set forth below:

1. **SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advice of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. **CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. **LEGAL FEES:** The District agrees to pay for legal services as follows:

- (a) Paralegal services at \$80.00 per hour;
- (b) Associate attorneys' time at \$190.00 per hour; and
- (c) Senior Counsel/Partner's time at \$200.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within thirty (30) days. Interest at the rate of 10% may be charged on any unpaid balance.

4. **COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES:** Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the Code of Civil Procedure section 1280 et seq., and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Law Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200 et seq.

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall be effective for the period of July 1, 2019 through June 30, 2020.

DATED: \_\_\_\_\_, 2019 ANAHEIM UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_  
Michael Matsuda, Superintendent

DATED: June 3, 2019 ARTIANO SHINOFF ABED BLUMENFELD  
CARELLI SLEETH & WADE APC

By: *Daniel R. Shinoff*  
Daniel R. Shinoff



ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 Crescent Way – P.O. Box 3520  
Anaheim, CA 92803-3520

**EDUCATIONAL CONSULTING AGREEMENT**

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

20th	day of	June 2019	
------	--------	-----------	--

by and between

Monjaras & Wismeyer Group, Inc.
---------------------------------

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

**WHEREAS** the District is in need of special services and advice:

**WHEREAS** such services and advice are not available at no cost from public agencies;

and

**WHEREAS** Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

**WHEREAS** such services are needed on a limited basis;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Steve Monjaras, consultant, will provide development of essential function job analyses, facilitate accommodation meetings and manage return to work program.
---

Site/School:	As needed	Funds (Cost Center):	General Funds (1040)
--------------	-----------	----------------------	----------------------

2. List of Other Supportive Staff or Consultants:

Regina De La Rosa, as needed.
-------------------------------

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 1, 2019
-------	--------------

and shall diligently perform as specified and complete performance by:

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

Consultant shall perform said services as an independent contractor calling 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:

Human Resource personnel will provide job descriptions and other relevant information to setup and facilitate meetings with staff requiring accommodation.
--

5. District shall pay Consultant the maximum amount of

\$10,000
----------

for services rendered

to # of people:	As needed	# hours per day:	As needed	# of days:	As needed
-----------------	-----------	------------------	-----------	------------	-----------

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

- b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

- 8. This AGREEMENT is not assignable without written consent of the parties hereto.
- 9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
- 10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
- 11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

This agreement will improve the management of the District's return to work program and ensure proper documentation of the rights of employees and the District.

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

Consultant has unique knowledge and experience with the laws that govern the return to work program.

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

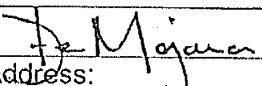
none

**COMMON-LAW FACTORS  
(IRS Revenue Rule 87-41)**

Mark all items that are true for the intended Consultant:

- 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:

<b>CONSULTANT:</b>		<b>DISTRICT:</b>	
Typed Name: Steve Monjaras, President		Brad Jackson, Human Resources	
Monjaras & Wismeyer Group, Inc.		Anaheim Union High School District	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
2201 East Willow Street, Suite #D189		501 Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Signal Hill, CA 90755		Anaheim, CA 92803-3520	
Date:		Date:	
6-7-19			

Mark Appropriately:

Independent/Sole Proprietor:	Yes		No	X
Corporation:	Yes	X	No	
Partnership:	Yes		No	X
Other/Specify:				

Social Security Number or Federal Identification Number

	20-2210968
--	------------

Telephone Number: E-mail Address:

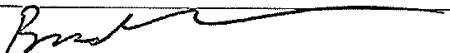
(877) 984-7969	steve@gortw.com
----------------	-----------------

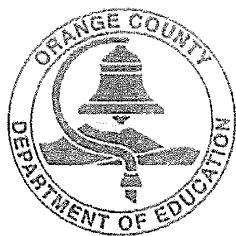
If a corporation is being approved, the signature must be that of a responsible person. Typed corporation name must be identical to that on front page.

If an individual consultant, signature must match name on front page.

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature:		Date:	6/10/19
------------	---	-------	---------



**DATE:** April 30, 2019  
**TO:** Michael B. Matsuda, Superintendent, Anaheim Union High School District  
**FROM:** Nicole Savio Newfield, Administrator, Student Achievement and Wellness  
**SUBJECT:** Williams Settlement Legislation 3<sup>rd</sup> Quarter Report

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**  
200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
FAX (714) 432-1916  
www.ocde.us

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

I am pleased to provide the third quarter Williams Settlement Legislation report for the 2018-19 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during January, February, and March 2019. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

### THIRD QUARTER REPORT

#### School Accountability Report Card

- In February 2019, all schools in deciles 1-3 were required to submit to OCDE the School Accountability Report Card (SARC) published in the 2018-19 school year. OCDE conducted a review to verify the accuracy of data reported on the SARC with respect to the sufficiency of instructional materials and the condition of facilities. SARC verification results are enclosed.

#### Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the second quarter.
- No complaints were filed in your district during the period of October through December 2018.

#### Upcoming Quarter

- Teacher assignment monitoring
- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ag

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools  
Jackie Counts, Coordinator, Professional Learning

**ORANGE COUNTY  
BOARD OF EDUCATION**

MARI BARKE

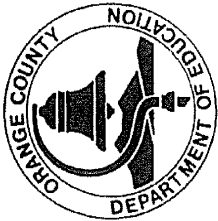
JOHN W. BEDELL, PH.D.

REBECCA "BECKIE" GOMEZ

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.

4385040419




**Orange County Department of Education**  
**Williams Settlement Legislation**  
**3<sup>rd</sup> Quarter Report**  
**Anaheim Union High School District**  
**2018-19**

**SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION**

The SARCs published in 2018-19 for the following schools were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Conditions Discrepancies
Ball Jr. High	March 13, 2019	Yes	N/A	Yes	N/A
Magnolia High	March 13, 2019	Yes	N/A	Yes	N/A
South Junior High	March 13, 2019	Yes	N/A	Yes	N/A
Sycamore Junior High	March 13, 2019	Yes	N/A	Yes	N/A

Respectfully submitted,

  
 \_\_\_\_\_  
 Nicole Savio Newfield  
 Administrator, Student Achievement and Wellness  
 Date 4/30/19

Board of Trustees  
June 20, 2019

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

Chavez, Joe	Retirement	5/24/19
Clapper, Jamie	Resignation	5/24/19
Donnelly, Jacqueline	Retirement	5/24/19
Miller, Dale	Resignation	6/4/19
Nolasco, Christina	Resignation	5/24/19
Parratto, Robyn	Resignation	5/24/19
Pettigrew, Bradley	Retirement	5/24/19
Ricci, Thomas A.	Resignation	5/24/19
Valenzuela, Penelope	Retirement	6/7/19

**2. Leaves of Absence:**

Schuster, Grant, Dale Junior High School, to serve as President of Teachers United/ASTA, effective for the 2019-20 school year, with pay and with benefits. The cost reimbursement by ASTA at the long-term substitute rate of pay per Board Policy 6306.

**3. Employment:**

A. Teacher(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Alvarado, Brianna	8/5/19	3	3
Aza, Vincent	8/5/19	4	6
Azevedo, Cody	8/5/19	3	1
Bezich, Michele	8/5/19	3	8
Garcia, Melissa	8/5/19	3	1
Gartner, Aaron	8/5/19	4	6
Jorgensen, Joanne	8/5/19	3	3
Kang, Ashley	8/5/19	1	5
Martinez, Carla	8/5/19	2	2
McNiel, Shannon	8/5/19	3	8
Mixer, Shannon	8/5/19	2	8
Rodriguez, Jemma	8/5/19	3	3
Taylor, Brett	8/5/19	3	1
Van Berkum, Sarah	8/5/19	2	2

B. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Aguirre, Arielle	8/5/19	4	5
Arvizu Rangel, Maribel	8/5/19	3	4
Atkinson, Dorothy	8/5/19	3	3
De Leon, Maria	8/5/19	4	7
Dyvig Finger, Abbigail	8/5/19	3	2
Hernandez, Sarah	8/5/19	2	2
Hoang, Vy	8/5/19	4	7
Lingberg, Sarah	8/5/19	3	2
Martinez, Miguel	8/5/19	1	6
Peters, Joanna	8/5/19	2	8
Pham, Tony	8/5/19	1	1
Ramirez, William	8/5/19	3	2



**Human Resources Division, Certificated Personnel**

Board of Trustees  
June 20, 2019

Page 2 of 11

Ruby, Christine	8/5/19	4	10
Sherman, Tyler	8/5/19	4	5
Tenorio, Eric	8/5/19	3	2
Thorne, Taylor	8/5/19	3	2
Torres, Ricardo	8/5/19	1	3

C. Teacher(s)/Permanent:

		<u>Column</u>	<u>Step</u>
Somers, Alison	5/1/19	3	11

D. Speech Language Pathologist(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Doberneck, Jeffrey	8/5/19	4	2

E. Social Worker(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Lopez, Jacqueline	7/17/19	3	2
Najera, Emmanuel	7/17/19	3	2
Rodriguez, Viridiana	7/17/19	3	2

F. Social Worker(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Da Silva, Darlene	7/17/19	3	1
Gaytan, Vanessa	7/17/19	3	1
Nguyen-Huynh, Monique	7/17/19	3	1

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

Baca, Andrea	5/21/19
Bergman, Leah	5/2/19
Dermody, Jennifer	6/3/19
Diaz Martinez, Gabriella	5/17/19
Eisenbrey, Maile	5/28/19
Hordyk, Mark	6/3/19
Le, Alison	1/30/19
Leonard, Maile	5/28/19
Lowry, Anthony	5/21/19
Sultan, Seth	5/28/19
Van Vooren, Melissa	5/28/19
Weiss, Ana	5/3/19

H. Administrator Substitute, on an if and as needed basis, effective as noted:

Valencia, Eva	5/14/19
---------------	---------

I. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Harlan, Stephanie Psychologist	7/1/19	31	6



Human Resources Division, Certificated Personnel

Board of Trustees  
April 13, 2017

Page 4 of 11

Maccaskey, Jessica  
Manville, Laurie  
Pontius, Jamie  
Ramirez, Brian  
Rodarte, Jacqueline  
Rodriguez, Jemma  
Rylaarsdam, Michael  
Voragen, Katalin  
Walls, Thomas  
Waxman, Michelle

- D. 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:

Barba, Patricia	8/5/19
Bonilla, Mariella	8/5/19
Holt, Matilde	8/5/19
Jespersen, Mary	8/5/19
Reyes, Gabriela	8/5/19

- E. Additional Work Days, for the 2019-20 school year, for the following certificated coordinator, with 25 additional days, at their per diem rate of pay (TUPE Funds). Additional work days may begin anytime from July 29, 2019 through June 30, 2020.

Azevedo, Vicky                      District TUPE Coordinator

- F. Orange County Friday Night Live/Club Partnership Stipend, to be paid for the 2018-19 school year to the following individuals as noted: (Orange County Department of Education Grant Funds)

Allen, Lisa	\$ 500
Alvarez, Veronica	\$ 500
Arias, Elva	\$ 500
Banales, Catarina	\$1000
Gangnath, Erika	\$ 500
Loth, Sandra	\$ 500
Pontius, Jaime	\$1000
Resch, Nikki	\$ 500
Serrano, Guadalupe	\$ 500
Ting, Cyndi	\$1000
Uresti, Teresa	\$1000

- G. BECOME Project Stipend, for the 2018-19 school year to the following individual(s) in the amount of \$1,000 for completing the BECOME Project Modules (Bilingual Teacher Professional Development Program (BTPDP) Grant Funds)

Castaneda, Karen

Human Resources Division, Certificated Personnel

Board of Trustees  
May 8, 2018

Page 5 of 11

- H. Amendment BECOME Project Reimbursement, to be paid for the 2018-19 school year to the following individuals as noted for completing the Spanish Bilingual Authorization through Cal State University of Fullerton as a participant of the BECOME Project (Bilingual Teacher Professional Development Program (BTPDP) Grant Funds)

Barba, Patricia	\$2,500
Bonilla, Mariella	\$2,500
Holt, Matilde	\$2,500
Iniguez, Luis	\$2,500
Jespersen, Mary	\$2,500
Reyes, Gabriela	\$2,500
Rubio, Gabriela	\$2,500
Saldivar, Carlos	\$2,500

- I. Curriculum Specialist Stipend and Additional Work Days, for the 2019-20 school year, for the following curriculum specialists, with a \$4,529 stipend plus 15 additional days, at their per diem rate of pay. (EIA-LEP/Title II/LCFF/General Fund)

Dinkle, Tracy	Special Education Curriculum Specialist
Fujimoto, Diana	Literacy/ELD Curriculum Specialist
Hatcher, Patricia	Health Curriculum Specialist/AIME
Hill-Bonales, Poppy	Special Program Curriculum Specialist/TOSA
Patino, Reuben	Education Technology Curriculum Specialist
Spykerman, Julie	Math Curriculum Specialist
Switzer, Mike	English Curriculum Specialist
Yett, Jessica	Science Curriculum Specialist

- J. Additional Work Days, for the 2019-20 school year, for the following individuals, 15 additional days, at their per diem rate of pay, effective July 1, 2019: (Library Media Fund)

Powers, Regina	District Librarian
----------------	--------------------

- K. Additional Summer Work Assignment, for the 2018-19 school year, for the following individuals participating in the drone module curriculum development or exploration of grant opportunities. Individuals will be paid at the hourly rate of pay of \$45.52, effective June 3, 2019. (LCCF Funds)

Derbish, Michael	Magnolia High School
Sesky, Jeanne	Ball Junior High School

- L. Additional Summer Work Assignment, for the 2019-20 school year, for the following individuals participating in the drone module curriculum development or exploration of grant opportunities. Individuals will be paid at the hourly rate of pay of \$45.52, effective July 1, 2019. (LCCF Funds)

Derbish, Michael	Magnolia High School
Sesky, Jeanne	Ball Junior High School

Human Resources Division, Certificated Personnel

Board of Trustees  
May 8, 2018

Page 6 of 11

- M. Math Summer Options, to be paid to the following individual(s), at the hourly rate of pay of \$45.52 per person. Hours will vary depending on the planned activities and will be in session from May 28, 2019, through June 27, 2019. (Title I Funds)

Khadige, Rita

- N. Math Enrichment, to be paid to the following individual(s), at the hourly rate of pay of \$45.52 per person. Hours will vary depending on the planned activities and will be in session from May 28, 2019, through June 27, 2019. (Title I Funds)

Chuang, Jessica

- O. Health Summer Program, to be paid to the following individual(s), at the hourly rate of pay of \$45.52 per person. Hours will vary depending on the planned activities and will be in session from May 28, 2019, through June 27, 2019. (Title IV Grant Funds)

Baca, Andrea  
Diaz Martinez, Gabriella  
Lowry, Anthony  
Sultan, Seth

- P. Summer Language Academy, to be paid to the following individual(s), at the hourly rate of pay of \$45.52 per person. Hours will vary depending on the planned activities and will be in session from May 29, 2019, through June 27, 2019. (Title III Funds)

Van Vooren, Melissa

- Q. Summer Arts Academy, to be paid to the following individual(s), at the hourly rate of pay of \$45.52 per person. Hours will vary depending on the planned activities and will be in session from May 28, 2019, through June 27, 2019. (Title IV Grant Funds)

Beleno, Genely  
Leonard, Maile

- R. Extended School Year (ESY), to be paid to the following individual(s), at the hourly rate of pay of \$45.52 per person. Hours will vary depending on the planned activities and will be in session from June 3, 2019, through June 28, 2019. (Summer School Special Education Fund)

Hordyk, Mark

Human Resources Division, Certificated Personnel

Board of Trustees  
May 8, 2018

Page 7 of 11

- S. APEX Summer Program, to be paid to the following individual(s), at the hourly rate of pay of \$45.52 per person. Hours will vary depending on the planned activities and will be in session from May 28, 2019, through June 27, 2019. (Title I Funds)

Dermody, Jennifer

- T. Inclusion (SDC) Government & Economics Planning, for the following individual(s) for the period of May 28, 2019, through May 29, 2019, to be paid at the hourly rate of pay of \$45.52 per person, not to exceed four hours per person, per day. (LCFF Funds)

Clark Yamamoto, Karen  
Palus, Joseph  
Robertson, Steven  
Rodriguez, Jasmin

- U. French Curriculum Summer Development Stipend, for the following individual(s) to develop curriculum July 3-6, 2019 (4 days), for the 2019-20 school year, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed a total of four hours per person, per day: (LCFF Funds)

Ngo, Diana

- V. NGSS Science Stipend, for the following individual(s) to develop curriculum May 29, 2019, for the 2019-20 school year, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed four hours per person, per day: (LCFF Funds)

Abril, Yvonne  
Clark, George  
Durrego, Corina  
Jaramillo, Samuel  
Peng, Shaina  
Reta, Karen  
Welker, Lauren

- W. 5Cs Camp (A), for the following individual(s) for 5Cs camp for resident and international students from July 8, 2019, through July 11, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed three hours per person, per day: (LCFF Funds)

Leonard, Maile  
Zepeda, Sarah

Human Resources Division, Certificated Personnel

Board of Trustees  
June 20, 2019

Page 8 of 11

- X. 5Cs Camp (B), for the following individual(s) for 5Cs camp for resident and international students from July 8, 2019, through July 11, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six hours per person, per day: (LCFF Funds)

Flores, Monique  
Kanaly, Krisdee  
Solorzano Duenas, Raquel

- Y. 5Cs Camp (C), for the following individual(s) for 5Cs camp for resident and international students from July 15, 2019, through July 18, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six hours per person, per day: (LCFF Funds)

Garcia, Juanis  
Jaramillo, Samuel  
Kanaly, Krisdee  
Leang, Charlene  
Peng, Shaina  
Solorzano Duenas, Raquel  
Valdez, Daniella  
Welder, Lauren

- Z. 5Cs Camp (D), for the following individual(s) for 5Cs camp for resident and international students from July 15, 2019, through July 19, 2019, and July 22, 2019, through July 25, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed three hours per person, per day: (LCFF Funds)

Leonard, Maile  
Nguyen, Pete  
Zepeda, Sarah

- AA. 5Cs Camp (E), for the following individual(s) for 5Cs camp for resident and international students from July 22, 2019, through July 25, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six hours per person, per day: (LCFF Funds)

Garcia, Juanis  
Leang, Charlene  
Peng, Shaina  
Solorzano Duenas, Raquel  
Welker, Lauren

- BB. Leadership Summit, for the following individual(s) for team teaching planning for the 2019-20 school year on July 30, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six hours per person, per day: (Title I Funds)

Adams, Clare  
Butterfield, Bryan  
Castro, Yamila  
Clark Yamamoto, Karen

Human Resources Division, Certificated Personnel

Board of Trustees  
June 20, 2019

Page 9 of 11

Criner, Wendy  
Durrego, Corina  
Flores, Jaime  
Garcia, Juanis  
Jaramillo, Samuel  
Jensen, Ann  
Leang, Charlene  
Leighton, Brandon  
Ngo, Diana  
Peng, Shaina  
Reta, Karen  
Sharma, Arjun  
Solorzano Duenas, Raquel  
Sporn, Dana  
Valdez, Daniella  
Welker, Lauren

- CC. English IV Capstone, for the following individual(s) to determine curriculum changes for the 2019-20 school year on June 17, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six hours per person, per day: (Title I Funds)

Leighton, Brandon  
Rittel, Tori  
Rosette, Lizabeth

- DD. English I and II, for the following individual(s) to align curriculum changes for English I and II for the 2019-20 school year on July 2, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed four hours per person, per day: (Title I Funds)

Garcia, Juanis  
Lauber, Stephan  
Leang, Charlene  
Munesato, Lisa  
Pryor, Roslynn  
Seagraves, David  
Valdez, Daniella

- EE. AP Language Alignment, for the following individual(s) to align AP language for the 2019-20 school year on June 14, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six hours per person, per day: (Title I Funds)

Leighton, Brandon  
Pryor, Roslynn



Human Resources Division, Certificated Personnel

Board of Trustees  
June 20, 2019

Page 10 of 11

- FF. ELD Alignment, for the following individual(s) to align ELD I, II, and III for the 2019-20 school year on July 30, 2019, and July 31, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six and a half hours per person, per day: (Title I Funds)

Criner, Wendy  
Ruiz, Anabertha  
Van Beusekom, Maria

- GG. Western High School Website, for the following individual(s) to create video tutorials and pages on the website for the 2019-20 school year on June 14, 2019, and June 17, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six hours per person, per day: (Title I Funds)

Sporn, Dana

- HH. YouTube Academy, for the following individual(s) to plan curriculum, pacing guides, and field trip planning for the 2019-20 school year on June 28, 2019, and July 1, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed six hours per person, per day: (LCFF Funds)

Flores, Monique  
Munesato, Lisa  
Pryor, Roslynn  
Sporn, Dana

- II. SWD Planning, for the following individual(s) to plan curriculum, master schedule, caseload work, and co-teaching for the 2019-20 school year on May 28, 2019, through May 29, 2019, to be paid at the miscellaneous rate of \$45.52 per hour, not to exceed five hours per person, per day: (LCFF Funds)

Adams, Clare  
Palus, Joseph  
Rodriguez, Jasmine

**5. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:**

	<u>From</u>	<u>To</u>	<u>Effective</u>
Azevedo, Cody	3 1	4 1	8/5/19
Collins, Conni	3 11	4 11	1/7/19
Ramirez, Brian	3 11	4 11	8/5/19

**6. Extra Service Assignments, employment effective as noted:**

**Classified:**

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Kennedy</u> Bixby, Billie Volleyball	\$3,818	Season	8/5/19

**Human Resources Division, Certificated Personnel**

Board of Trustees  
June 20, 2019

Page 11 of 11

Gambrell, Frederick Football, Assistant	\$3,670	Season	7/15/19
Johnson, Devan Tennis	\$3,856	Season	8/5/19
Leonard, Thomas Football	\$3,502	Season	8/5/19
Sanchez, Daniel Cross Country	\$3,502	Season	8/6/19
Siatunuu, Lalotoa Football, Assistant	\$3,670	Season	8/5/19
Staton, Amy Cheerleading	\$5,593	1 <sup>st</sup> Semester	7/1/19
Sykes Jr., Robert Football	\$5,593	Season	8/6/19
Vasquez, Alexander Baseball, Asst./Lower Level	\$750	Season	1/28/19
Wang, Dean Cross Country, Asst./Lower Level	\$3,161	Season	8/5/19
<u>Magnolia</u> Vasquez, Brianna Softball, Assistant	\$3,383	Season	3/20/19
<u>Oxford</u> Han, Ye Swimming	\$3,442	Season	2/12/19
Palisin, Christopher Basketball	\$4,313	Season	11/4/19

1. **Retirements/Resignations/Terminations, effective as noted:**

	<u>Location:</u>	<u>Effective</u>
Baez, Joseph Office Assistant – Bilingual	Sycamore Jr. High School	05/30/2019
Campos, Hermelinda Food Service Assistant I	Food Service Department	05/30/2019
Doerr, Jessica Food Service Assistant I	Lexington Jr. High School	05/23/2019
Estrada, Lisa Instructional Assistant – Specialized Academic Instruction	Walker Jr. High School	05/23/2019
Frazier, Craig Secretary - Attendance	Brookhurst Jr. High School	05/31/2019
Gonzalez, Erica Licensed Vocational Nurse	Cypress High School	05/23/2019
Hilliard, Kimberly Instructional Assistant – Medically Fragile/Orthopedically Impaired	Dale Jr. High School	05/23/2019
Jacquez, Julissa Sr. Credentials Technician	Human Resources Department	05/17/2019
Jimenez, Annete Secretary – Registrar/Records (Bilingual)	Polaris High School	06/28/2019
Maerki, Jane Food Services Operations Supervisor	Food Services Department	12/30/2019
Miranda, Janet Instructional Assistant – Specialized Academic Instruction	Katella High School	05/24/2018
Ochoa, Erika Food Service Assistant I	Magnolia High School	05/23/2019
Perrell, Jonathan Health Services Technician	Kennedy High School	04/25/2019
Ramirez, Steven Bus Driver	Transportation Department	05/01/2019
Romero, Maricela Instructional Assistant – Specialized Academic Instruction	Kennedy High School	05/16/2019

Human Resources Division, Classified Personnel

Board of Trustees  
June 20, 2019

Serna-Gomez, Mayan Instructional Assistant – Behavioral Support	Loara High School	05/23/2019
Sorenson, Lisa Instructional Assistant – Specialized Academic Instruction	Cypress High School	05/23/2019
VanGinkel, Nancy Food Services Manager I	Gilbert High School	05/07/2019
Zinn, Cari Athletic Trainer	Western High School	05/31/2019

2. **Leaves of Absence:**

Carmona, Jessica, for education, without pay and without health benefits beginning 8/5/19 through the end of the working day on 5/22/20.

Diaz, Eleazar, for personal reasons, without pay and without health benefits beginning 5/6/19 through the end of the working day on 5/17/19.

3. **Employment, effective as noted:**

	<u>Range/Step:</u>	<u>Effective:</u>
<b>Permanent Employees:</b>		
Albarian, Daniel Instructional Assistant – Specialized Academic Instruction	43/04	05/13/2019
Avila, Monica Food Service Assistant I	41/01	05/15/2019
Canales, Susana Health Services Technician	51/01	05/07/2019
Coovert, Katherine Athletic Trainer	57/04	06/03/2019
Crespo, Maria Food Service Assistant I	41/01	04/24/2019
Cronin, Zohra Director of Maintenance and Operations	37/05	05/13/2019
Favela, Crystal Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	05/06/2019
Frixione, Melissa Athletic Trainer	57/03	06/03/2019

Human Resources Division, Classified Personnel

Board of Trustees  
June 20, 2019

Page 3 of 14

Hernandez, Paulina Instructional Assistant – Specialized Academic Instruction	43/01	05/20/2019
---	-------	------------

Nguyen, Trang Systems Administrator	76/06	06/05/2019
--	-------	------------

Poulter, Diane Instructional Assistant – Specialized Academic Instruction	43/01	08/05/2019
---	-------	------------

Salinas, Lindsey Instructional Assistant – Behavioral Support	51/02	05/13/2019
--	-------	------------

**Promotions:**

Paz, Jonathan Plant Manager II	04/01	05/30/2019
-----------------------------------	-------	------------

**Reclassifications:**

Burdick, Desare Secretary – Program Support	51/10	05/15/2019
--	-------	------------

**Substitute Employees:**

Flammer, Johanna ASB Extra Duty Specialist	\$12.00/Hr.	05/23/2019
---	-------------	------------

Henderson, David Substitute Food Services Technician	61/10	05/31/2019
---	-------	------------

Middleton, Emily Substitute Instructional Assistant – Adult Transition	51/01	05/06/2019
--	-------	------------

Middleton, Emily Substitute Instructional Assistant – Behavioral Support	51/01	05/06/2019
--	-------	------------

Middleton, Emily Substitute Instructional Assistant – Special Abilities	51/01	05/06/2019
---	-------	------------

Middleton, Emily Substitute Instructional Assistant – Specialized Academic Instruction	43/01	05/06/2019
--	-------	------------

Quach, Tony Substitute Instructional Assistant – Adult Transition	51/01	04/30/2019
---	-------	------------

**Human Resources Division, Classified Personnel**

Board of Trustees  
June 20, 2019

Page 4 of 14

Quach, Tony Substitute Instructional Assistant – Behavioral Support	51/01	04/30/2019
Quach, Tony Substitute Instructional Assistant – Special Abilities	51/01	04/30/2019
Quach, Tony Substitute Instructional Assistant – Specialized Academic Instruction	43/01	04/30/2019
Rafo, Isabel Substitute Instructional Assistant – Adult Transition	51/01	04/29/2019
Rafo, Isabel Substitute Instructional Assistant – Behavioral Support	51/01	04/29/2019
Rafo, Isabel Substitute Instructional Assistant – Special Abilities	51/01	04/29/2019
Rafo, Isabel Substitute Instructional Assistant – Specialized Academic Instruction	43/01	04/29/2019
Rosas, Alejandro AVID Tutor	\$14.53/Hr.	04/29/2019
Torres, Donald ILC Tutor	\$14.53/Hr.	05/07/2019
Vasquez, Bianca Substitute Instructional Assistant – Adult Transition	51/01	04/22/2019
Vasquez, Bianca Substitute Instructional Assistant – Behavioral Support	51/01	04/22/2019
Vasquez, Bianca Substitute Instructional Assistant – Special Abilities	51/01	04/22/2019
Vasquez, Bianca Substitute Instructional Assistant – Specialized Academic Instruction	43/01	04/22/2019

Human Resources Division, Classified Personnel

Board of Trustees  
June 20, 2019

Page 5 of 14

4. **Workability, current minimum wage or stipend of \$256 effective as noted:**  
(Workability Grant Funds)

Effective

Aba, Alex	05/26/2019
Almeida, Marco	05/28/2019
Alonso, Adam	05/26/2019
Alvarez, Yahir	05/26/2019
Banuelos, Jobe	05/28/2019
Barradas, Andrea	05/26/2019
Barreno, Justin	05/26/2019
Barrios, Henry	05/26/2019
Buchan, Evan	05/15/2019
Cabrera, Vena	05/27/2019
Carrillo, Marleny	05/28/2019
Collado, Marilyn	05/26/2019
Damacio, Eric	05/26/2019
Eritsinger, Shane	05/26/2019
Flores, Martin	05/26/2019
Flores-Wilkerson, Francisco	05/26/2019
Gutierrez, Luis	05/26/2019
Herrera, Daniel	05/26/2019
Juavez, Sheila	05/26/2019
Kim, Joseph	05/26/2019
Leon Diego, David	05/26/2019
Lopez, Leslie	05/26/2019
Mendiola, Nahomi	05/26/2019
Mendoza, Jazmin	05/26/2019
Peralta, Isaac	05/30/2019
Pettit, Zackery	05/26/2019
Reyes, Mark	05/25/2019
Rodarte, Eliu	05/26/2019
Rodriguez, Arthur	05/26/2019
Rodriguez, Robert	05/26/2019
Roman, Yasmin	05/26/2019
Salgado, Christopher	05/26/2019
Serrato, Celeste	05/27/2019
Solares, Charlize	05/28/2019
Syvoravong, Allen	05/26/2019
Torres, Marcos	05/26/2019
Toscano, Denise	05/28/2019
Uriostegui, Angeles	05/26/2019

5. **Food Service Student Workers**

Effective

Al Ubidy, Karama	05/02/2019
Cozine, Roy	05/02/2019
Garcia, Bryan	05/06/2019
Garcia, Daniel	05/13/2019
Garcia-Peralta, Adrian	05/03/2019
Gumpal, Ian	05/02/2019

Human Resources Division, Classified Personnel

Board of Trustees  
June 20, 2019

Page 6 of 14

Martinez, Amelix	05/06/2019
McDevitt, Alexandra	05/06/2019
Montejano, Raeleen	08/07/2019
Morrow, Wyatt	05/06/2019
Mulrooney, Paula	05/02/2019
Nguyen, Vy	05/02/2019
Ongpauco, Carla	05/03/2019
Polezhaev, Leah	05/13/2019
Prim, Natalie	05/13/2019
Pulido, Katha	05/02/2019
Robelo-Aguilar, Angie	05/03/2019
Rondo, Sofia	05/02/2019
Singh, Prabrijot	05/06/2019
Son, Yen	05/06/2019
Vela Diaz, Mirna	05/13/2019

6. **Summer Employment other than Extended School Year, effective as noted:**

	<u>Range/Step</u>	<u>Effective:</u>
Abu Khalaf, Zineh Instructional Assistant – Bilingual (Arabic)	47/03	06/03/2019
Aguilar, Dahlia Food Services Manager I	03/01	06/01/2019
Aguilar, Ruth Bus Driver	55/02	06/03/2019
Alvarez, Teresa Food Services Manager I	03/10	06/01/2019
Alvin, Jamie Food Services Manager I	03/06	06/01/2019
Alviso, Jennifer Health Services Technician	51/03	07/19/2019
Amamdor, Silvia Food Services Assistant I	41/10	06/06/2019
Arias, Elvia Secretary - Attendance (Bilingual)	53/10	07/23/2019
Arnold, Angela Food Services Assistant III - Bilingual	52/10	07/01/2019
Ascencio, Laura Instructional Assistant – Behavioral Support	51/10	07/24/2019
Atuatasi, Faapito Campus Safety Aide	41/04	07/24/2019



Human Resources Division, Classified Personnel

Board of Trustees  
June 20, 2019

Page 7 of 14

Azenon-Vargas, Amada Office Assistant - Bilingual	47/10	06/10/2019
Banks, Landy Secretary – Attendance	53/09	07/22/2019
Barraza, Isabel Food Services Assistant I	41/10	06/06/2019
Bellos, Alexis Instructional Assistant – Behavioral Support	51/02	07/22/2019
Bird, Martha School Library Media Technician	51/10	07/16/2019
Brailsford, Shawntel Instructional Assistant – Behavioral Support	51/02	07/24/2019
Bravo, Edelmira Food Services Assistant I	41/10	06/06/2019
Bullard, Leonida Food Services Manager I	03/10	06/01/2019
Burns, Phillip Food Services Sous Chief	55/10	06/06/2019
Cabrera, Veronica Sr. Administrative Assistant - Bilingual	61/05	05/28/2019
Carr, Vanessa Sr. Administrative Assistant – Bilingual	61/05	05/28/2019
Cartwright-Zapien, Mary Food Services Assistant I	41/10	06/06/2019
Casarrubias, Lourdes Food Service Assistant III	50/10	07/01/2019
Castaneda, Karen Secretary – Attendance	51/10	07/24/2019
Cazares, Maribel Food Services Assistant II	49/10	06/06/2019
Cervantes, Marisol Instructional Assistant – Specialized Academic Instruction	43/01	07/24/2019
Chase, Joan Food Service Assistant III	50/10	07/01/2019

**Human Resources Division, Classified Personnel**

Board of Trustees  
June 20, 2019

Page 8 of 14

Correa, Albert Bus Driver	55/05	06/03/2019
De Navarro, Alma Food Services Assistant I	41/10	06/06/2019
Dellavalle, Kelli Food Services Manager I	03/05	06/01/2019
Diaz, Alicia Bus Driver	55/03	06/03/2019
Diaz-Colon, Melida Family and Community Engagement Specialist	56/06	07/18/2019
Do, Chiane Food Service Assistant I	41/10	06/06/2019
Doiron, David Bus Driver	55/04	06/28/2019
Dolores, Gabriella Food Services Assistant II	49/05	06/06/2019
Dominguez, Janet Office Assistant	43/07	07/22/2019
Dominguez, Martha Food Services Assistant I	41/10	06/06/2019
Echeverria, Fatyma Instructional Assistant – Behavioral Support	51/01	07/22/2019
Escalera, Leticia Instructional Assistant – Behavioral Support	51/01	07/23/2019
Evers, Roger Food Services Manager II	05/07	06/01/2019
Ezell, Carol Health Services Technician	51/10	07/22/2019
Fernandez De Castro, Maria Food Services Manager I	03/03	06/01/2019
Flores, Lourdes Food Services Assistant I	41/10	06/06/2019
Franco, Maria Food Services Assistant I	41/10	06/06/2019

**Human Resources Division, Classified Personnel**

Board of Trustees  
June 20, 2019

Page 9 of 14

Galindo, Martha Food Services Assistant I	41/10	06/06/2019
Gangnath, Erika Sr. Administrative Assistant - Bilingual	61/05	05/28/2019
Garcia, Jasmin Office Assistant – Bilingual	43/10	07/23/2019
Garcia, Edgar Food Services Manager I	03/03	06/01/2019
Gargano, Faith Food Services Assistant I	41/10	06/06/2019
Gildo, Breanna Office Assistant	43/01	07/22/2019
Giron, America Food Services Assistant III	50/10	07/01/2019
Gomez, Velia Food Services Assistant I	41/10	06/06/2019
Gonzalez, Maria Food Services Assistant I	41/10	06/06/2019
Gonzalez-Cisneros, Ofelia Sr. Administrative Assistant - Bilingual	61/05	05/28/2019
Gonzalez-Gomez, Mariana Instructional Assistant – Specialized Academic Instruction	43/03	07/24/2019
Guillen, Heather Health Services Technician	51/05	07/22/2019
Hernandez, Ana Food Services Manager I	03/03	06/01/2019
Hernandez, Joel Bus Driver	55/01	06/03/2019
Hernandez, Norma Food Services Production Assistant	51/09	06/06/2019
Hicks-Webb, Crystal Instructional Assistant – Specialized Academic Instruction	43/02	07/22/2019
Hinojosa, Alexis Bus Driver	55/02	06/03/2019

Human Resources Division, Classified Personnel

Board of Trustees  
June 20, 2019

Page 10 of 14

Hurtado, Jaqueline Food Services Manager I	03/04	06/01/2019
Ibarra, Erika Campus Safety Aide	41/10	07/22/2019
Jemerson, Troy Food Services Manager I	03/02	06/01/2019
Jones, Angelique Health Services Technician	51/03	07/24/2019
Juarez-Santos, Verenise Office Assistant	43/01	07/24/2019
Kinney, Yanira Bus Driver	55/02	06/03/2019
Lemus-Leon, Nancy Sr. Administrative Assistant - Bilingual	61/05	05/28/2019
Leon, Raquel Office Assistant	43/01	05/28/2019
Licon, Gerhard Instructional Assistant – Specialized Academic Instruction	43/04	07/22/2019
Lopez, Alex Food Production Center Manager	05/08	06/01/2019
Lopez, Yamilet Food Services Assistant III	50/10	07/01/2019
Lucas, Annette Food Services Manager I	03/10	06/01/2019
Luna, Rocio Secretary – Attendance	53/02	07/22/2019
Makoei, Azita Food Services Assistant III	50/10	07/01/2019
Maldonado, Richard Bus Driver	55/03	06/03/2019
Martin, Kristina Food Services Manager I	03/03	06/01/2019
Martinez, Tammy Food Services Manager I	03/08	06/01/2019

Human Resources Division, Classified Personnel

Board of Trustees  
June 20, 2019

Page 11 of 14

Mata-Abad Sr. Administrative Assistant – Bilingual	61/05	05/28/2019
Mendez, Alma Food Services Assistant I	41/10	06/06/2019
Milanes, Francia Instructional Assistant – Specialized Academic Instruction	43/10	07/22/2019
Neri, Yazmin Sr. Administrative Assistant	59/5	05/28/2019
Nguyen, Chinh Office Assistant – Bilingual	47/05	06/03/2019
Nguyen, Hiep Bus Driver	55/07	06/03/2019
Noel, Thomas Bus Driver	55/04	06/03/2019
Nieves, Gabriela Bus Driver	55/02	06/03/2019
Ochoa, Elizabeth Food Services Assistant I	41/10	06/06/2019
Osorio, Oscar Bus Driver	55/03	06/03/2019
Osorio-Serrano, Victor Bus Driver	55/03	06/03/2019
Park, Esther Office Assistant – Bilingual	47/08	06/10/2019
Park, Karen Sr. Administrative Assistant - Bilingual	61/05	05/30/2019
Patanella, James Food Services Manager I	03/10	06/01/2019
Peralez, Daniel Campus Safety Aide	41/02	07/24/2019
Perez, Kenny Family and Community Engagement Specialist	56/03	07/09/2019
Perez-Guillen, Jonathan Bus Driver	55/03	06/03/2019

Human Resources Division, Classified Personnel

Board of Trustees  
June 20, 2019

Page 12 of 14

Phan, Toai Food Services Manager I	03/07	06/01/2019
Pimentel, Esperanza Office Assistant – Bilingual	47/02	05/28/2019
Pina, Leticia Food Services Assistant I	41/10	06/06/2019
Piro, Lesley Instructional Assistant – Behavioral Support	51/10	07/23/2019
Ponce, Doreen Food Services Manager I	03/10	06/01/2019
Preston, Ruthie Instructional Assistant – Behavioral Support	51/03	07/24/2019
Price, Irene Bus Driver	55/02	06/03/2019
Quach, Lynne Food Service Assistant I	41/10	06/06/2019
Ramirez, Israel Instructional Assistant – Specialized Academic Instruction	43/04	07/24/2019
Ramirez, Sylvia Food Services Assistant I	41/10	06/03/2019
Real, Jeannette Job Developer	55/10	06/03/2019
Rees, Nancy Bus Driver	55/03	06/03/2019
Renteria, Karen Instructional Assistant – Bilingual (Spanish)	47/01	07/22/2019
Reyes, Charito Food Services Manager I	03/09	06/01/2019
Reyes, Gerardo Campus Safety Aide	41/10	07/22/2019
Rios, Rosalba Food Services Assistant I	41/10	06/06/2019
Rivera, Martha Food Services Assistant I	41/10	06/06/2019

Human Resources Division, Classified Personnel

Board of Trustees  
June 20, 2019

Page 13 of 14

Rodriguez, Gladys Secretary – Attendance (Bilingual)	53/07	07/24/2019
Rodriguez, Yolanda Food Services Assistant I	41/10	06/06/2019
Ruddell, Cheri Secretary – Attendance	51/10	07/22/2019
Ruelas, Socorro Food Services Assistant I	41/10	06/06/2019
Sandoval, Michael Sr. Administrative Assistant – Bilingual	61/05	05/28/2019
Shuler, Elizabeth Food Services Assistant I	41/10	06/06/2019
Sierra, Mildred Office Assistant – Bilingual	47/02	07/24/2019
Simmons, Madeline Food Services Production Assistant	51/10	06/06/2019
Small, Rebena Instructional Assistant – Specialized Academic Instruction	43/10	07/22/2019
Sotelo, Derrick Bus Driver	55/03	06/03/2019
Steck, Michelle Human Resources Technician	57/10	05/24/2019
Steinbrick, Gail Job Developer	55/10	06/03/2019
Stroud, Toni ASB Accounting Technician	55/10	07/15/2019
Sutherland, Peggy Health Services Technician	51/10	07/23/2019
Syed, Sharafat Instructional Assistant – Behavioral Support	51/01	07/24/2019
Tsengs, Leona Food Services Assistant I	41/10	06/06/2019
Valdez, Jocelyn Instructional Assistant – Behavioral Support	51/02	07/24/2019

Human Resources Division, Classified Personnel

Board of Trustees  
June 20, 2019

Valencia, Acsa Bus Driver	55/03	06/03/2019
Valencia, Martha Food Services Assistant I	41/10	06/06/2019
Valerio, Geovanie Bus Driver	55/04	06/03/2019
Van Wye, Silvia Family and Community Engagement Specialist	56/03	07/09/2019
Velasquez, Maria Food Services Assistant I	41/10	06/06/2019
Wagner, Sonja Secretary – School Support	51/10	07/16/2019
Walker, Shawna Food Services Manager I	03/02	06/01/2019
Williams, Keaira Instructional Assistant – Behavioral Support	51/02	07/22/2019
Williams, Ronald Bus Driver	55/02	06/03/2019
Yao, He Food Services Assistant I	41/10	06/06/2019

7. **Stipends:**

	<u>Amount:</u>	<u>Effective:</u>
Paz, Jonathan Plant Manager Stipend	\$50/Month	05/30/2019



**AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT BETWEEN THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
MICHAEL MATSUDA**

This Agreement is hereby entered into this 7th day of May 2019, by and between the Board of Trustees (“Board”) of the Anaheim Union High School District (“District”) and Michael Matsuda (“Superintendent”).

WHEREAS, the District’s Governing Board of Education (“Board”) desires to employ Michael Matsuda as the Superintendent of the District, and Michael Matsuda desires to accept employment as the Superintendent of the District, upon the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, effective July 1, 2019, this Agreement supersedes and replaces the Agreement for Employment of Superintendent Between the Anaheim Union High School District and Michael Matsuda, dated June 14, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. SUPERINTENDENT**

Michael Matsuda is hereby employed by the Board as the Superintendent of the District.

**2. TERM**

- a. Michael Matsuda shall be employed as the Superintendent for a period commencing July 1, 2019, and ending June 30, 2023, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the original contract term.

**3. COMPENSATION**

The District shall provide the Superintendent with the following compensation:

- a. The Superintendent’s annual base salary shall be Two Hundred Sixty-Seven Thousand One Hundred Ninety-Six (\$267,196.00), effective July 1, 2019, which shall be paid in equal monthly installments. The compensation shall be pro-rated in the event that employment is not for a full year. The District year runs from July 1 through June 30. Salary payments shall be subject to all payroll deductions required by law.

- b. If the Board approves a furlough plan to cope with hard financial times, the Superintendent will take the same number of furlough days each year as management, until the Board determines that the hard times are over.
- c. The Superintendent's base salary may be reviewed annually by the Board, and with the consent of the Board increases in salary may be made effective at any time during the term of this Agreement. In the event that the Superintendent's overall performance has been evaluated in accordance with Paragraph 5 hereunder, and determined to be satisfactory during the preceding school year by a majority of the Board, the Board may increase the Superintendent's salary beginning on July 1, 2020, and on July 1 of each succeeding year thereafter during the term of this Agreement by a percentage up to, but not to exceed, five percent (5%) of the preceding year's base salary. The determination of this merit salary increase will be made by the Board annually, following completion of the evaluation for the current year.
- d. Any increase in the Superintendent's salary during the term of this Agreement, must be in writing, approved by the Board in open session and executed by both the Board and the Superintendent in accordance with Paragraph 14.d.

**4. DUTIES AND RESPONSIBILITIES**

- a. The Superintendent shall faithfully perform the duties and functions of the Superintendent for the District set forth below, as well as any duties that may be as prescribed by the laws of the State of California, Federal Law, Board Policies, and Administrative Regulations as they currently exist or may hereafter be adopted or amended, and any directives assigned by the Board.
- b. The Superintendent's duties shall include the following:
  - (1) Serving as the Chief Executive Officer of the District as described by District Policy. In order to fulfill this function, the Superintendent shall be delegated all powers and duties necessary for efficient management and administration of the District to the full extent permitted by law.
  - (2) Organizing, reorganizing, and arranging the administrative and supervisory staff in a manner that in the Superintendent's judgment would best serve the District, with the Board's concurrence.
  - (3) Managing all personnel matters including, without limitation, selection of certificated and classified personnel and determination of placement for new and existing certificated and classified staff. The Superintendent's selection of new personnel is subject to approval by the Board. In the event the Board does not approve the Superintendent's personnel recommendations, the Superintendent shall submit alternative recommendations.

- (4) Evaluation of employees directly accountable to the Superintendent and overseeing the evaluation of other employees as defined by California law and Board Policy.
- (5) Serving as liaison between the Board and the Board's representatives with respect to all employer-employee matters, and making recommendations to the Board concerning those matters.
- (6) Attending all regular, special, and closed session meetings of the Board, unless the Board is considering the Superintendent's evaluation or as otherwise required by law.
- (7) The Superintendent may submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.
- (8) Serving as an ex officio member on District committees and subcommittees.
- (9) Representing the interests of the Board and the District in day-to-day contact with parents, other citizens, community, and governmental agencies.
- (10) Providing leadership, guidelines and directions to ensure that policies related to curriculum instruction, pupil personnel services, personnel, budget, and business affairs are carried out, and to ensure quality teaching and learning.
- (11) Reviewing the policies adopted by the Board and making appropriate recommendations to the Board for addition, deletion, or modification.
- (12) Providing leadership and direction in planning and financing school facilities to meet long-term needs.
- (13) Advising the Board and making recommendations regarding possible sources of funds, which may be available to implement present or contemplated District programs.
- (14) Communicating openly, ethically, systematically, and in a timely manner to the Board, staff, and the community, and promptly informing the Board of critical issues or incidents.
- (15) Establishing and maintaining an effective community relations program and an effective relationship with the media.

- (16) Obtaining and maintaining all licenses, credentials, certificates, permits, and approvals of whatever nature that are legally required to fulfill Superintendent's obligations as the Superintendent of the District.
- c. The Superintendent shall perform the duties of the District Superintendent, at the highest level of professional competence.

**5. EVALUATION**

- a. The Board shall formally evaluate and assess, in writing, the performance of the Superintendent at least once a year by June 30 of each year.
- b. The Board President will meet with the Superintendent prior to March 1 annually to establish the evaluation criteria.
- c. The Board may, at its discretion, meet and discuss the working relationship with the Superintendent at any other time.

**6. BOARD AND SUPERINTENDENT RELATIONS**

The Board and the Superintendent agree to work together in a spirit of cooperation and teamwork to further the District's mission.

**7. PROFESSIONAL CERTIFICATION AND RECORDS**

The Superintendent hereby represents that on the date of this Agreement, he holds a valid California School Administrator's credential and a valid California Teaching Credential. The Superintendent agrees to maintain the aforementioned credentials throughout the term of this Agreement.

**8. MEDICAL EXAM**

The Superintendent shall be required to complete a medical examination annually during the term of this Agreement. The District shall bear the expense of such examination, to a maximum cost of five hundred dollars (\$500) per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Superintendent. The President of the Board shall be advised, within thirty (30) days of the examination, in writing by the examining physician, of the Superintendent's continued physical fitness to perform duties and such report shall be confidential.

**9. SICK LEAVE**

The Superintendent shall be provided with twelve (12) days sick leave per school year. The Superintendent shall accrue sick leave consistent with Board Policy and Regulations for District management personnel.

## 10. VACATION

- a. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period covered by this agreement, except that he shall be entitled to twenty-four (24) working days of annual vacation with pay. The Superintendent may take a maximum of ten (10) contiguous working days as vacation, exclusive of holidays as defined in sections 37220 and 37221 of the Education Code, unless prior Board approval is given for more than ten days. Vacation days accrue on a monthly basis. A maximum of twenty (20) days of earned vacation may be carried from one year to the next without the approval of the Board. In the event of termination or expiration of this Agreement, the Superintendent shall be entitled to compensation for all unused accrued vacation, up to a maximum of thirty (30) days, at the salary rate in effect during the school year in which the vacation credit was earned. Each annual period covered by this agreement shall run from July 1 of one year through June 30 of the following year.
- b. Nothing contained in this Agreement shall prohibit the Superintendent from using earned vacation days to undertake consulting work, speaking engagements, writing, lecturing, or other professional duties, functions, and obligations, provided such undertakings do not interfere with the Superintendent's performance of his duties under this Agreement.

## 11. FRINGE BENEFITS

The District shall provide the Superintendent with the following additional compensation:

- a. **Health and Welfare:** The Superintendent and his spouse shall be entitled to receive major medical and dental portion of the District's fringe benefit compensation package. The District will continue to pay the health benefits of only the Superintendent per Board Policy 6603.01 which states:

Effective April 6, 2007, unrepresented management shall be provided with the major medical and dental portion of the District's fringe benefit compensation package, upon retirement, until age 65 if the following criteria are met:

- (1) The employee is age 60 or older on the date of retirement;
  - (2) The employee retires from the District with fifteen or more years of service to the District; and
  - (3) The employee is not otherwise covered by any similar programs provided through social security or retirement plans.
- b. **Expense Reimbursement:** The Board shall reimburse the Superintendent for all actual and necessary expenses incurred and paid by the Superintendent in the conduct of his duties on behalf of the District. The Superintendent will submit

itemized claims for such expenses, and such items claimed must be a proper use of District funds with a monthly review by the Board. The Superintendent will be reimbursed for all mileage outside of the District.

- c. **Superintendent Professional Development:** The Superintendent is encouraged to attend appropriate professional meetings at the local, state, and federal level. Subject to advance approval of the Board, the District shall reimburse the Superintendent for reasonable expenses incurred for attendance at such meetings.
- d. **Memberships:** The Superintendent's annual dues in the Association of California Administrators Association (ACSA) will be paid by the District, as well as membership in two local community service clubs of his choice.
- e. **General Liability:** The District shall maintain coverage for the Superintendent on the District's general liability policy.
- f. **Life Insurance:** The District shall provide the Superintendent, at the District's expense, with a fully paid term life insurance policy in the face amount of one and a half times Superintendent's annual salary, but not to exceed Three Hundred Thousand Dollars (\$300,000).
- g. **Paid Holidays:** The Superintendent is entitled to all paid legal holidays, as defined by the Education Code, as well as those holidays declared by the Board as local holidays.
- h. **Tax Sheltered Annuity:** An amount equivalent to Three Thousand Five Hundred Dollars (\$3,500.00) shall annually be paid by the District to a tax sheltered annuity, deferred tax annuity program, or other such tax deferred savings vehicle selected by the Superintendent. Any District contribution to a tax sheltered annuity, deferred tax annuity program or other tax deferred savings vehicle made pursuant to this section shall be made in accordance with all applicable federal and state laws and other rules and regulations. The annuity amount is not eligible for compensation creditable to STRS.
- i. **Mileage Stipend:** The Superintendent shall be entitled to a stipend for transportation expenses in the amount of \$200 per month, for a total of \$2,400.00 per year for the use of an automobile in the performance of the Superintendent's duties.

## 12. INDEMNIFICATION

Upon no longer being employed by the District, the Superintendent shall continue to be held harmless and indemnified for any claims and legal actions taken against him related to his employment with the District.

### 13. TERMINATION OF AGREEMENT

- a. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to re-employ the Superintendent upon the expiration of this Agreement, pursuant to Education Code Section 35031.
- b. In the event that the Superintendent is unable to serve in the position due to physical and/or mental incapacity, this Amended Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Superintendent is entitled as provided for by statute and applicable Board Policies, and upon receipt of a written evaluation by a licensed physician designated by the District which determines the Superintendent's physical and/or mental inability to further serve in the position of Superintendent. The Superintendent shall be provided with a complete copy of the physician's written evaluation and an opportunity to meet with the Board.
- c. The death of the Superintendent automatically terminates this Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Superintendent unless otherwise indicated in writing by the Superintendent.
- d. This Agreement may be terminated by the mutual consent of the parties of this Agreement in the manner provided by Education Code Section 35031; provided, however, the Superintendent may terminate this Amended Employment Agreement at any time with the consent of the Board.
- e. In the event the Superintendent voluntarily terminates this Amended Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.
- f. Termination Without Cause: Notwithstanding any other provision of this Agreement or law, the Board, at its sole discretion, shall have the option to terminate this Agreement. If the Board elects the option to terminate the Agreement, it shall pay the Superintendent, in one lump-sum payment, an amount equal to the salary of twelve (12) months on the Agreement or the salary of the remainder of the Agreement if such remainder is less than twelve (12) months. The calculation for purposes of the lump-sum payment shall be based upon the rate of salary in effect on the date of the notice of termination.

If the contract is terminated, any cash settlement related to the termination that Superintendent may receive from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of office or position.

g. Termination With Cause: The Board may elect to terminate the Superintendent's employment upon thirty (30) days written notice to the Superintendent for cause in the following circumstances:

- (1) The Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
- (2) Actions by the Superintendent in the performance of his duties involving willful malfeasance or gross negligence.
- (3) The commission by the Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.
- (4) The Superintendent's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Superintendent by the Board.
- (5) In the event that this agreement is terminated and he is convicted of a crime involving an abuse of his position, any money paid to him as a settlement of contract termination must be reimbursed to the District within 30 days.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Superintendent within thirty (30) days of said action.

#### 14. GENERAL PROVISIONS

- a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California.
- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment:** The Superintendent cannot assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Modification/Amendment:** This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument



approved by the Board in open session as required by law and executed by both the Board and the Superintendent.

- e. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.
- f. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- g. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- h. **Severability.** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: Brian O'Neal 5/7/19  
Brian O'Neal, President Date

By: Annemarie Randle-Trejo 5/7/19  
Annemarie Randle-Trejo, Clerk Date

By: Katherine H. Smith 5-14-19  
Katherine H. Smith, Assistant Clerk Date

By: Anna L. Piercy 5/7/2019  
Anna L. Piercy, Member Date

By: Al Jabbar 5/7/2019  
Al Jabbar, Member Date

**Acceptance:**

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Superintendent of the Anaheim Union High School District.

By: Michael Matsuda 5-8-2019  
Michael Matsuda Date

EXHIBIT SEE E

**EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
JARON FRIED, Ed.D.**

This Agreement is hereby entered into this 7th day of May 2019, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Jaron Fried, Ed.D. (hereinafter referred to as "Assistant Superintendent, Education" or "Assistant Superintendent").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Jaron Fried, Ed.D. as the Assistant Superintendent, Education of the District, and Jaron Fried, Ed.D. desires to accept employment as the Assistant Superintendent, Education for the District upon the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, effective July 1, 2019, this Agreement supersedes and replaces the Employment Agreement Between the Governing Board of the Anaheim Union High School District and Jaron Fried, Ed.D., dated June 14, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. ASSISTANT SUPERINTENDENT, EDUCATION**

Jaron Fried, Ed.D. is hereby employed as the Assistant Superintendent, Education for the District.

**2. TERM**

- a. Jaron Fried, Ed.D. shall be employed as the Assistant Superintendent, Education for a period commencing July 1, 2019, and ending June 30, 2023, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the original contract term.

**3. SALARY**

The Assistant Superintendent, Education shall receive an annual salary of Two Hundred Eight Thousand Thirty-Four Dollars (\$208,034.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

4. **DUTIES AND RESPONSIBILITIES**

The Assistant Superintendent, Education shall:

- a. Diligently perform the duties and functions of the Assistant Superintendent for the District as set forth in the formal job description for the position of “Assistant Superintendent, Education,” and any duties that may be assigned by the Board and the Superintendent;
- b. Perform the abovementioned duties faithfully and at a professional level of competence; and
- c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

5. **VACATION**

- a. The Assistant Superintendent, Education shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.
- b. A maximum of fifteen (15) days accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Assistant Superintendent shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

6. **FRINGE BENEFITS**

- a. **Health/Welfare Benefits.** The Assistant Superintendent, Education shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01. In addition, due to the Assistant Superintendent’s employment in the District as a management employee prior to April 6, 2007, the Assistant Superintendent, Education, upon retirement with fifteen (15) or more years of service with the District, shall receive District-paid medical and dental benefits as provided to other management retirees through the first of the month they turn 65 and become Medicare eligible. Upon reaching age 65, the Assistant Superintendent, Education may continue on the District-paid Medicare supplement plan for medical only if entitled to Medicare Parts A and B. District-paid dental coverage will remain as provided.

- b. **Tax Sheltered Annuity.** The District shall pay the Assistant Superintendent Three Thousand Five Hundred Dollars (\$3,500.00) per year to be applied toward a tax sheltered annuity.
- c. **Doctoral Stipend.** The Assistant Superintendent, Education shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.

**7. EXPENSES**

- a. The Assistant Superintendent, Education shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.
- b. **Professional Organizations.** The District encourages the Assistant Superintendent, Education to participate in professional organizations and activities. Actual and necessary expenses incurred by the Assistant Superintendent in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

**8. EVALUATIONS**

By September 1 of each year, the Superintendent and Assistant Superintendent, Education shall meet to establish timelines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent, Education. The format of the written evaluation shall be devised by the Superintendent, with input from the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent. Any corrective action will be shared with the President of the Board of Trustees.

**9. OUTSIDE PROFESSIONAL ACTIVITIES**

- a. The Assistant Superintendent, Education may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.
- b. Compensation or remuneration received by the Assistant Superintendent, Education in connection with such activities shall be assigned to the District,

except that compensation for services rendered during non-working time and publication royalties shall be retained by the Assistant Superintendent.

#### **10. MEDICAL EXAMINATION**

The Assistant Superintendent, Education shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a maximum cost of \$500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Assistant Superintendent. The Superintendent shall be advised in writing by the examining physician of the Assistant Superintendent's continued physical fitness to perform duties, and such report shall be confidential.

#### **11. CHANGES TO OR TERMINATION OF AGREEMENT**

- a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Assistant Superintendent.
- b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Assistant Superintendent, Education, upon the expiration of this Agreement, pursuant to Education Code section 35031.
- c. In the event that the Assistant Superintendent, Education is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Assistant Superintendent, Education is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District, which indicates the inability of the Assistant Superintendent, Education to further serve in the position.
- d. The death of the Assistant Superintendent, Education automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Assistant Superintendent unless otherwise indicated in writing by the Assistant Superintendent.
- e. In the event the Assistant Superintendent, Education voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

## 12. OPTION TO TERMINATE

- a. **Without Cause.** Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Assistant Superintendent, Education. If the Board exercises the option to terminate the Agreement it shall pay the Assistant Superintendent, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Assistant Superintendent, Education's salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Assistant Superintendent, Education's health benefits will continue to be paid by the District for the same length of time or until the Assistant Superintendent finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Assistant Superintendent may receive from District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Assistant Superintendent to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

- b. **With Cause.** The Board may elect to terminate the Assistant Superintendent, Education's employment upon thirty (30) days written notice to the Assistant Superintendent for cause in the following circumstances:
- (1) The Assistant Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
  - (2) Actions by the Assistant Superintendent in the performance of his duties involving willful malfeasance or gross negligence.
  - (3) The commission by the Assistant Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.
  - (4) The Assistant Superintendent's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Assistant Superintendent by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Assistant Superintendent within thirty (30) days of said action.

**13. GENERAL PROVISIONS**

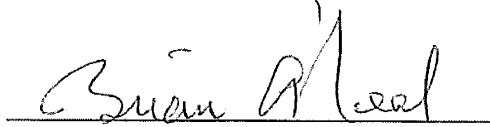
- a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies and regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies and regulations may be amended from time to time.
- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment:** The Assistant Superintendent, Education may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.
- e. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- f. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- g. **Severability.** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

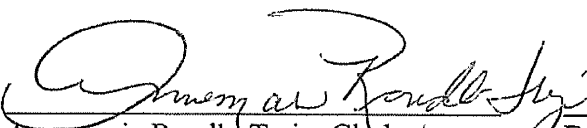
[SIGNATURES ON THE NEXT PAGE]

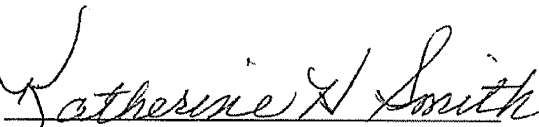


IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

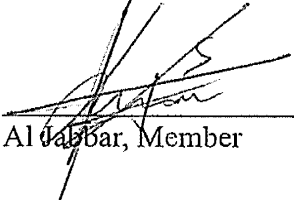
GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By:  5/7/19  
Brian O'Neal, President Date

By:  5/7/19  
Annemarie Randle-Trejo, Clerk Date

By:  5-14-19  
Katherine H. Smith, Assistant Clerk Date

By:  5/7/2019  
Anna L. Piercy, Member Date

By:  5/8/2019  
Al Jabbar, Member Date

**Acceptance:**

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Education of the Anaheim Union High School District.

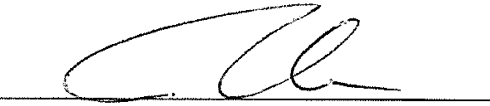
By:  5/8/19  
Jaron Fried, Ed.D. Date

EXHIBIT F F F F

**EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
BRAD JACKSON**

This Agreement is hereby entered into this 7th day of May 2019, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Brad Jackson (hereinafter referred to as "Assistant Superintendent, Human Resources" or "Assistant Superintendent").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Brad Jackson as the Assistant Superintendent, Human Resources of the District, and Brad Jackson desires to accept employment as the Assistant Superintendent, Human Resources for the District upon the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, effective July 1, 2019, this Agreement supersedes and replaces the Employment Agreement Between the Governing Board of the Anaheim Union High School District and Brad Jackson, dated June 14, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

Brad Jackson is hereby employed as the Assistant Superintendent, Human Resources for the District.

**2. TERM**

- a. Brad Jackson shall be employed as the Assistant Superintendent, Human Resources for a period commencing July 1, 2019, and ending June 30, 2023, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the original contract term.

**3. SALARY**

The Assistant Superintendent, Human Resources shall receive an annual salary of Two Hundred Eight Thousand Thirty-Four Dollars (\$208,034.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

4. **DUTIES AND RESPONSIBILITIES**

The Assistant Superintendent, Human Resources shall:

- a. Diligently perform the duties and functions of the Assistant Superintendent for the District as set forth in the formal job description for the position of "Assistant Superintendent, Human Resources," and any duties that may be assigned by the Board and the Superintendent;
- b. Perform the abovementioned duties faithfully and at a professional level of competence; and
- c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

5. **VACATION**

- a. The Assistant Superintendent, Human Resources shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.
- b. A maximum of fifteen (15) days accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Assistant Superintendent shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

6. **FRINGE BENEFITS**

- a. **Health/Welfare Benefits.** The Assistant Superintendent, Human Resources shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01. In addition, due to the Assistant Superintendent's employment in the District as a management employee prior to April 6, 2007, the Assistant Superintendent, Human Resources, upon retirement with fifteen (15) or more years of service with the District, shall receive District-paid medical and dental benefits as provided to other management retirees through the first of the month they turn 65 and become Medicare eligible. Upon reaching age 65, the Assistant Superintendent, Human Resources may continue on the District-paid Medicare supplement plan for medical only if entitled to Medicare Parts A and B. District-paid dental coverage will remain as provided.

- b. **Tax Sheltered Annuity.** The District shall pay the Assistant Superintendent Three Thousand Five Hundred Dollars (\$3,500.00) per year to be applied toward a tax sheltered annuity.
- c. **Doctoral Stipend.** The Assistant Superintendent, Human Resources shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.

**7. EXPENSES**

- a. The Assistant Superintendent, Human Resources shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.
- b. **Professional Organizations.** The District encourages the Assistant Superintendent, Human Resources to participate in professional organizations and activities. Actual and necessary expenses incurred by the Assistant Superintendent in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

**8. EVALUATIONS**

By September 1 of each year, the Superintendent and Assistant Superintendent, Human Resources shall meet to establish timelines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent, Human Resources. The format of the written evaluation shall be devised by the Superintendent, with input from the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent. Any corrective action will be shared with the President of the Board of Trustees.

**9. OUTSIDE PROFESSIONAL ACTIVITIES**

- a. The Assistant Superintendent, Human Resources may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.
- b. Compensation or remuneration received by the Assistant Superintendent, Human Resources in connection with such activities shall be assigned to the District,

except that compensation for services rendered during non-working time and publication royalties shall be retained by the Assistant Superintendent.

#### **10. MEDICAL EXAMINATION**

The Assistant Superintendent, Human Resources shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a maximum cost of \$500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Assistant Superintendent. The Superintendent shall be advised in writing by the examining physician of the Assistant Superintendent's continued physical fitness to perform duties, and such report shall be confidential.

#### **11. CHANGES TO OR TERMINATION OF AGREEMENT**

- a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Assistant Superintendent.
- b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Assistant Superintendent, Human Resources, upon the expiration of this Agreement, pursuant to Education Code section 35031.
- c. In the event that the Assistant Superintendent, Human Resources is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Assistant Superintendent, Human Resources is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District, which indicates the inability of the Assistant Superintendent, Human Resources to further serve in the position.
- d. The death of the Assistant Superintendent, Human Resources automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Assistant Superintendent unless otherwise indicated in writing by the Assistant Superintendent.
- e. In the event the Assistant Superintendent, Human Resources voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

## 12. OPTION TO TERMINATE

- a. **Without Cause.** Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Assistant Superintendent, Human Resources. If the Board exercises the option to terminate the Agreement it shall pay the Assistant Superintendent, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Assistant Superintendent, Human Resources' salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Assistant Superintendent, Human Resources' health benefits will continue to be paid by the District for the same length of time or until the Assistant Superintendent finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Assistant Superintendent may receive from District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Assistant Superintendent to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

- b. **With Cause.** The Board may elect to terminate the Assistant Superintendent, Human Resources' employment upon thirty (30) days written notice to the Assistant Superintendent for cause in the following circumstances:
- (1) The Assistant Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
  - (2) Actions by the Assistant Superintendent in the performance of his duties involving willful malfeasance or gross negligence.
  - (3) The commission by the Assistant Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.
  - (4) The Assistant Superintendent's breach of any material term of this Agreement that is not cured within thirty (30) days after written

notice of such breach has been given to the Assistant Superintendent by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Assistant Superintendent within thirty (30) days of said action.

### 13. GENERAL PROVISIONS

- a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies and regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies and regulations may be amended from time to time.
- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment:** The Assistant Superintendent, Human Resources may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.
- e. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- f. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- g. **Severability.** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: Brian O'Neal 5/7/19  
Brian O'Neal, President Date

By: Annemarie Randle-Trejo 5/7/19  
Annemarie Randle-Trejo, Clerk Date

By: Katherine H. Smith 5-16-19  
Katherine H. Smith, Assistant Clerk Date

By: Anna L. Piercy 5/7/2019  
Anna L. Piercy, Member Date

By: Al Jabbar 5/8/2019  
Al Jabbar, Member Date

**Acceptance:**

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Human Resources of the Anaheim Union High School District.

By: Brad Jackson 5-8-19  
Brad Jackson Date



**EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
JENNIFER ROOT, Ed.D.**

This Agreement is hereby entered into this 7th day of May 2019, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Jennifer Root (hereinafter referred to as "Assistant Superintendent, Business" or "Assistant Superintendent").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Jennifer Root as the Assistant Superintendent, Business of the District, and Jennifer Root desires to accept employment as the Assistant Superintendent, Business for the District upon the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, effective July 1, 2019, this Agreement supersedes and replaces the Employment Agreement Between the Governing Board of the Anaheim Union High School District and Jennifer Root, Ed.D., dated June 14, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. ASSISTANT SUPERINTENDENT, BUSINESS**

Jennifer Root, Ed.D. is hereby employed as the Assistant Superintendent, Business for the District.

**2. TERM**

- a. Jennifer Root, Ed.D. shall be employed as the Assistant Superintendent, Business for a period commencing July 1, 2019, and ending June 30, 2023, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the original contract term.

**3. SALARY**

The Assistant Superintendent, Business shall receive an annual salary of Two Hundred Eight Thousand Thirty-Four Dollars (\$208,034.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

#### 4. DUTIES AND RESPONSIBILITIES

The Assistant Superintendent, Business shall:

- a. Diligently perform the duties and functions of the Assistant Superintendent for the District as set forth in the formal job description for the position of "Assistant Superintendent, Business," and any duties that may be assigned by the Board and the Superintendent;
- b. Perform the abovementioned duties faithfully and at a professional level of competence; and
- c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

#### 5. VACATION

- a. The Assistant Superintendent, Business shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.
- b. A maximum of fifteen (15) days accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Assistant Superintendent shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

#### 6. FRINGE BENEFITS

- a. **Health/Welfare Benefits.** The Assistant Superintendent, Business shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01.
- b. **Tax Sheltered Annuity.** The District shall pay the Assistant Superintendent Three Thousand Five Hundred Dollars (\$3,500.00) per year to be applied toward a tax sheltered annuity.
- c. **Doctoral Stipend.** The Assistant Superintendent, Business shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.

7. **EXPENSES**

- a. The Assistant Superintendent, Business shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.
- b. **Professional Organizations.** The District encourages the Assistant Superintendent, Business to participate in professional organizations and activities. Actual and necessary expenses incurred by the Assistant Superintendent in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

8. **EVALUATIONS**

By September 1 of each year, the Superintendent and Assistant Superintendent, Business shall meet to establish timelines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent, Business. The format of the written evaluation shall be devised by the Superintendent, with input from the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent. Any corrective action will be shared with the President of the Board of Trustees.

9. **OUTSIDE PROFESSIONAL ACTIVITIES**

- a. The Assistant Superintendent, Business may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.
- b. Compensation or remuneration received by the Assistant Superintendent, Business in connection with such activities shall be assigned to the District, except that compensation for services rendered during non-working time and publication royalties shall be retained by the Assistant Superintendent.

10. **MEDICAL EXAMINATION**

The Assistant Superintendent, Business shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a maximum cost of \$500 per fiscal year. Any report of the medical examination

shall be given directly and exclusively to the Assistant Superintendent. The Superintendent shall be advised in writing by the examining physician of the Assistant Superintendent's continued physical fitness to perform duties, and such report shall be confidential.

## 11. CHANGES TO OR TERMINATION OF AGREEMENT

- a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Assistant Superintendent.
- b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Assistant Superintendent, Business, upon the expiration of this Agreement, pursuant to Education Code section 35031.
- c. In the event that the Assistant Superintendent, Business is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Assistant Superintendent, Business is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District, which indicates the inability of the Assistant Superintendent, Business to further serve in the position.
- d. The death of the Assistant Superintendent, Business automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Assistant Superintendent unless otherwise indicated in writing by the Assistant Superintendent.
- e. In the event the Assistant Superintendent, Business voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

## 12. OPTION TO TERMINATE

- a. **Without Cause.** Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Assistant Superintendent, Business. If the Board exercises the option to terminate the Agreement it shall pay the Assistant Superintendent, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Assistant Superintendent, Business's salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Assistant Superintendent, Business's health benefits will continue to be paid by the District

for the same length of time or until the Assistant Superintendent finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Assistant Superintendent may receive from District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Assistant Superintendent to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

- b. **With Cause.** The Board may elect to terminate the Assistant Superintendent, Business's employment upon thirty (30) days written notice to the Assistant Superintendent for cause in the following circumstances:
- (1) The Assistant Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
  - (2) Actions by the Assistant Superintendent in the performance of his duties involving willful malfeasance or gross negligence.
  - (3) The commission by the Assistant Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.
  - (4) The Assistant Superintendent's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Assistant Superintendent by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Assistant Superintendent within thirty (30) days of said action.

### 13. GENERAL PROVISIONS

- a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies and regulations are

hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies and regulations may be amended from time to time.

- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment:** The Assistant Superintendent, Business may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.
- e. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- f. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- g. **Severability.** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: Brian O'Neal 5/7/19  
Brian O'Neal, President Date

By: Annemarie Randle-Trejo 5/7/19  
Annemarie Randle-Trejo, Clerk Date

By: Katherine H. Smith 5-14-19  
Katherine H. Smith, Assistant Clerk Date

By: Anna L. Piercy 5/7/2019  
Anna L. Piercy, Member Date

By: Al Jabbar 5/7/2019  
Al Jabbar, Member Date

**Acceptance:**

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Business of the Anaheim Union High School District.

By: Jennifer Root 5/8/19  
Jennifer Root, Ed.D. Date

**EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
MANUEL COLÓN**

This Agreement is hereby entered into this 7th day of May 2019, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Manuel Colón (hereinafter referred to as "Chief Academic Officer").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Manuel Colón as the Chief Academic Officer of the District, and Manuel Colón desires to accept employment as the Chief Academic Officer for the District upon the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, effective July 1, 2019, this Agreement supersedes and replaces the Employment Agreement Between the Governing Board of the Anaheim Union High School District and Manuel Colón, dated June 14, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. CHIEF ACADEMIC OFFICER**

Manuel Colón is hereby employed as the Chief Academic Officer for the District.

**2. TERM**

- a. Manuel Colón shall be employed as the Chief Academic Officer for a period commencing July 1, 2019, and ending June 30, 2023, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the original contract term.

**3. SALARY**

The Chief Academic Officer shall receive an annual salary of Two Hundred Eight Thousand Thirty-Four Dollars (\$208,034.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.



4. **DUTIES AND RESPONSIBILITIES**

The Chief Academic Officer shall:

- a. Diligently perform the duties and functions of the Chief Academic Officer for the District as set forth in the formal job description for the position of "Chief Academic Officer," and any duties that may be assigned by the Board and the Superintendent;
- b. Perform the abovementioned duties faithfully and at a professional level of competence; and
- c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

5. **VACATION**

- a. The Chief Academic Officer shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Chief Academic Officer shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.
- b. A maximum of fifteen (15) days accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Chief Academic Officer shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

6. **FRINGE BENEFITS**

- a. **Health/Welfare Benefits.** The Chief Academic Officer shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01. In addition, due to the Chief Academic Officer's employment in the District as a management employee prior to April 6, 2007, the Chief Academic Officer, upon retirement with fifteen (15) or more years of service with the District, shall receive District-paid medical and dental benefits as provided to other management retirees through the first of the month they turn 65 and become Medicare eligible. Upon reaching age 65, the Chief Academic Officer may continue on the District-paid Medicare supplement plan for medical only if entitled to Medicare Parts A and B. District-paid dental coverage will remain as provided.

- b. **Tax Sheltered Annuity.** The District shall pay the Chief Academic Officer Three Thousand Five Hundred Dollars (\$3,500.00) per year to be applied toward a tax sheltered annuity.
- c. **Doctoral Stipend.** The Chief Academic Officer shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.

7. **EXPENSES**

- a. The Chief Academic Officer shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.
- b. **Professional Organizations.** The District encourages the Chief Academic Officer to participate in professional organizations and activities. Actual and necessary expenses incurred by the Chief Academic Officer in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

8. **EVALUATIONS**

By September 1 of each year, the Superintendent and Chief Academic Officer shall meet to establish timelines for the evaluation process. The performance of the Chief Academic Officer shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Chief Academic Officer's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Chief Academic Officer. The format of the written evaluation shall be devised by the Superintendent, with input from the Chief Academic Officer, after which a written summary of the discussion and evaluation shall be provided for the Chief Academic Officer. Any corrective action will be shared with the President of the Board of Trustees.

9. **OUTSIDE PROFESSIONAL ACTIVITIES**

- a. The Chief Academic Officer may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.
- b. Compensation or remuneration received by the Chief Academic Officer in connection with such activities shall be assigned to the District, except that

compensation for services rendered during non-working time and publication royalties shall be retained by the Chief Academic Officer.

#### 10. MEDICAL EXAMINATION

The Chief Academic Officer shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a maximum cost of \$500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Chief Academic Officer. The Superintendent shall be advised in writing by the examining physician of the Chief Academic Officer's continued physical fitness to perform duties, and such report shall be confidential.

#### 11. CHANGES TO OR TERMINATION OF AGREEMENT

- a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Chief Academic Officer.
- b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Chief Academic Officer, upon the expiration of this Agreement, pursuant to Education Code section 35031.
- c. In the event that the Chief Academic Officer is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Chief Academic Officer is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District, which indicates the inability of the Chief Academic Officer to further serve in the position.
- d. The death of the Chief Academic Officer automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Chief Academic Officer unless otherwise indicated in writing by the Chief Academic Officer.
- e. In the event the Chief Academic Officer voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

#### 12. OPTION TO TERMINATE

- a. **Without Cause.** Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement

without cause, upon giving thirty (30) days' written notice to the Chief Academic Officer. If the Board exercises the option to terminate the Agreement it shall pay the Chief Academic Officer, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Chief Academic Officer's salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Chief Academic Officer's health benefits will continue to be paid by the District for the same length of time or until the Chief Academic Officer finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Chief Academic Officer may receive from District shall be fully reimbursed to the District if the Chief Academic Officer is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Chief Academic Officer to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

- b. **With Cause.** The Board may elect to terminate the Chief Academic Officer's employment upon thirty (30) days written notice to the Chief Academic Officer for cause in the following circumstances:
- (1) The Chief Academic Officer's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
  - (2) Actions by the Chief Academic Officer in the performance of his duties involving willful malfeasance or gross negligence.
  - (3) The commission by the Chief Academic Officer of an act of fraud, embezzlement, theft, or material dishonesty against the District.
  - (4) The Chief Academic Officer's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Chief Academic Officer by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by

the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Chief Academic Officer within thirty (30) days of said action.

13. **GENERAL PROVISIONS**

- a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies and regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies and regulations may be amended from time to time.
- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment:** The Chief Academic Officer may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.
- e. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- f. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- g. **Severability.** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: Brian O'Neal 5/7/19  
Brian O'Neal, President Date

By: Annemarie Randle-Trejo 5-7-19  
Annemarie Randle-Trejo, Clerk Date

By: Katherine H. Smith 5-14-19  
Katherine H. Smith, Assistant Clerk Date

By: Anna L. Piercy 5/7/2019  
Anna L. Piercy, Member Date

By: Al Jabbar 5/7/2019  
Al Jabbar, Member Date

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Chief Academic Officer of the Anaheim Union High School District.

By: Manuel Colón 5-8-19  
Manuel Colón Date

**EMPLOYMENT AGREEMENT  
BETWEEN THE GOVERNING BOARD OF  
THE ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
KARL H. WIDELL**

This Agreement is hereby entered into this 7th day of May 2019, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Karl H. Widell (hereinafter referred to as "Counsel").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ Karl H. Widell as the Counsel of the District, and Karl H. Widell desires to accept employment as the Counsel for the District upon the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, effective July 1, 2019, this Agreement supersedes and replaces the Employment Agreement Between the Governing Board of the Anaheim Union High School District and Karl Widell, dated October 11, 2018.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

**1. COUNSEL**

Karl H. Widell is hereby employed as the Counsel for the District.

**2. TERM**

- a. Karl H. Widell shall be employed as the Counsel for a period commencing July 1, 2019, and ending June 30, 2023, and shall be subject to the terms and conditions hereinafter set forth.
- b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the original contract term.

**3. SALARY**

The Counsel shall receive an annual salary of Two Hundred Eight Thousand Thirty-Four Dollars (\$208,034.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

#### 4. DUTIES AND RESPONSIBILITIES

The Counsel shall:

- a. Diligently perform the duties and functions of the Counsel for the District as set forth in the formal job description for the position of "General Counsel," and any duties that may be assigned by the Board and the Superintendent;
- b. Perform the abovementioned duties faithfully and at a professional level of competence; and
- c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

#### 5. VACATION

- a. The Counsel shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Counsel shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.
- b. A maximum of fifteen (15) days accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Counsel shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

#### 6. FRINGE BENEFITS

- a. **Health/Welfare Benefits.** The Counsel shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01.
- b. **Tax Sheltered Annuity.** The District shall pay the Counsel Three Thousand Five Hundred Dollars (\$3,500.00) per year to be applied toward a tax sheltered annuity.

#### 7. EXPENSES

- a. The Counsel shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.



- b. **Doctoral Stipend.** The Counsel shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.
- c. **California State Bar Association Dues.** The District will pay for the annual California State Bar Association dues.

## 8. EVALUATIONS

By September 1 of each year, the Superintendent and Counsel shall meet to establish timelines for the evaluation process. The performance of the Counsel shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Counsel's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Counsel. The format of the written evaluation shall be devised by the Superintendent, with input from the Counsel, after which a written summary of the discussion and evaluation shall be provided for the Counsel. Any corrective action will be shared with the President of the Board of Trustees.

## 9. OUTSIDE PROFESSIONAL ACTIVITIES

- a. The Counsel may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.
- b. Compensation or remuneration received by the Counsel in connection with such activities shall be assigned to the District, except that compensation for services rendered during non-working time and publication royalties shall be retained by the Counsel.

## 10. MEDICAL EXAMINATION

The Counsel shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a maximum cost of \$500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Counsel. The Superintendent shall be advised in writing by the examining physician of the Counsel's continued physical fitness to perform duties, and such report shall be confidential.

## 11. CHANGES TO OR TERMINATION OF AGREEMENT

- a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Counsel.

- b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Counsel, upon the expiration of this Agreement, pursuant to Education Code section 35031.
- c. In the event that the Counsel is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Counsel is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District, which indicates the inability of the Counsel to further serve in the position.
- d. The death of the Counsel automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Counsel unless otherwise indicated in writing by the Counsel.
- e. In the event the Counsel voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

## 12. OPTION TO TERMINATE

- a. **Without Cause.** Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Counsel. If the Board exercises the option to terminate the Agreement it shall pay the Counsel, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Counsel's salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Counsel's health benefits will continue to be paid by the District for the same length of time or until the Counsel finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Counsel may receive from District shall be fully reimbursed to the District if the Counsel is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Counsel to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

b. **With Cause.** The Board may elect to terminate the Counsel's employment upon thirty (30) days written notice to the Counsel for cause in the following circumstances:

- (1) The Counsel's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.
- (2) Actions by the Counsel in the performance of his duties involving willful malfeasance or gross negligence.
- (3) The commission by the Counsel of an act of fraud, embezzlement, theft, or material dishonesty against the District.
- (4) The Counsel's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Counsel by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Counsel within thirty (30) days of said action.

### 13. GENERAL PROVISIONS

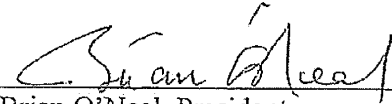
- a. **Governing Law:** This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies and regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies and regulations may be amended from time to time.
- b. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- c. **No Assignment:** The Counsel may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Construction:** This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.

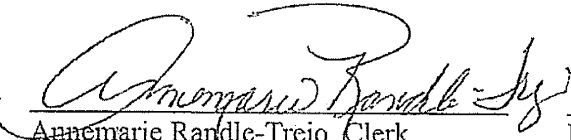
- e. **Board Approval:** The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.
- f. **Execution of Other Documents:** The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- g. **Severability.** If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

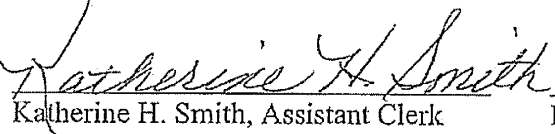
[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

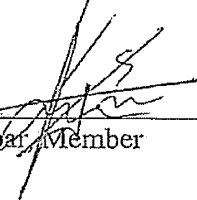
GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By:  5/7/19  
Brian O'Neal, President Date

By:  5-7-19  
Annemarie Randle-Trejo, Clerk Date

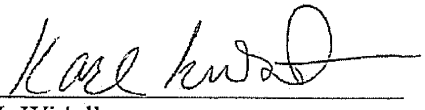
By:  5-14-19  
Katherine H. Smith, Assistant Clerk Date

By:  5/7/2019  
Anna L. Piercy, Member Date

By:  5/7/2019  
Al Jabbar, Member Date

**Acceptance:**

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Counsel of the Anaheim Union High School District.

By:  5/7/19  
Karl H. Widell Date

**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, April 11, 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 2:47 p.m.

Present: Brian O’Neal, president; Annemarie Randle-Trejo, clerk; Katherine H. Smith, assistant clerk; Anna L. Piercy, member; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

Absent: Al Jabbar, member

**2. ADOPTION OF AGENDA**

Staff requested the following amendments to the agenda:

- Replace page 3 of the agenda to include Angie Choi under item 7.3
- Replace Exhibit P

On the motion of Trustee Smith, duly seconded and unanimously carried, by those present, following discussion, the Board of Trustees adopted the amended agenda.

**3. PUBLIC COMMENTS, CLOSED SESSION ITEMS**

There were no requests to speak.

**4. CLOSED SESSION**

The Board of Trustees entered closed session at 2:48 p.m.

Trustee Jabbar entered closed session at 2:52 p.m.

**5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT****5.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:02 p.m.

**5.2 Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Adai Flores led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

**5.3 Closed Session Report**

Board Clerk Randle-Trejo reported the following actions taken during closed session.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 No reportable action taken regarding anticipated litigation.
- 5.3.3 No reportable action taken regarding negotiations.
- 5.3.4 No reportable action taken regarding personnel.
- 5.3.5 The Board of Trustees took formal action, with a 5-0 vote, to suspend, without pay for 7 days, employee HR-2018-19-07.
- 5.3.6 No reportable action taken regarding anticipated litigation.
- 5.3.7 No reportable action taken regarding existing litigation.
- 5.3.8 The Board of Trustees took formal action, with a 5-0 vote, to approve the settlement agreement in OAH Case No. 2019020365, resolving all issues in Student's due process complaint by funding services and providing \$4,439 in reimbursements, including transportation at the current rate.
- 5.3.9 The Board of Trustees took formal action, with a 5-0 vote, to approve the settlement agreement in OAH Case No. 2019020686, resolving all issues related to discipline and Student's eligibility for an IEP, and providing up to \$26,472 in reimbursements for compensatory services, transportation at 58 cents per mile, as well as attorney's fees.
- 5.3.10 The Board of Trustees took formal action to approve the suspended expulsion of student 18-32.

**6. INTRODUCTION OF GUESTS**

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

In addition, Board of Trustees' President O'Neal introduced Grant Schuster, ASTA president; Sharon Yager, CSEA president; Hilda Vasquez, ALTA president; and Corey Kretz, APGA co-president.

**7. BOARD OF TRUSTEES' RECOGNITIONS**

**7.1 Division VII CIF Girls' Water Polo Champions, Katella High School**

The Board of Trustees recognized Katella High School Girls' Varsity Water Polo Team for their outstanding performance in becoming the Division VII CIF Water Polo Champions. The Knights secured their first CIF championship in school, District, and city history with a 5-4 win over Flintridge Preparatory School. The team was led by Head Coach O.J. Vazquez and Assistant Coaches Dave Mikesell and Jocelyn Torres. The following individuals are members of the 2019 Katella High School Girls' Varsity Water Polo Team:

Noelani Castro  
Kiana Cypert  
Chantal Diaz

Angela Enriquez  
Raquel Enriquez  
America Lupercio

Flor Marin  
Elizabeth Martinez  
Elizabeth Reynolds  
Berenice Rumbo  
Hannah Torres

Neida Torres  
Anahi Vasquez  
Breanna Vasquez  
Valerie Vega  
Rosa Zamora

7.2 **Division 4A CIF Semi Finalist and Division V State Regional Finalist Girls' Basketball, Anaheim High School**

The Board of Trustees recognized the Anaheim High School Girls' Varsity Basketball Team for their historic season including the first ever 10-0 Orange League record for Girls' Basketball and a school record of six playoff wins this season. The school won a record-breaking 25 games. Anaheim High School finished in 2<sup>nd</sup> place for State Regionals and upset CIF champions Bloomington Christian and Madison High School in the process. The Colonists were led by Head Coach Vincent Gomez and Assistant Coaches Arturo Cortes and Sean Barnett. The following individuals are members of the 2018-19 Anaheim High School Girls' Varsity Basketball Team:

Cierra Bentley  
Emely Gomez  
Serena Ileleji  
Alyssa Levitt  
Mayleen Lopez  
Monserrat Macedo  
Alondra Macias  
Giselle Martinez

Rachel Opyrchal  
Mita Patel  
Jayleena Perez  
Valerya Salgado  
Monseratt Santiago  
Jessica Villa  
Alysha Wences

7.3 **Division 2A CIF Girls' Basketball Runners-up, Oxford Academy**

The Board of Trustees recognized the Oxford Academy Girls' Varsity Basketball Team for their outstanding performance in becoming the Division 2A CIF Basketball runner-up and qualifying for the State Playoffs. The Patriots secured their first CIF championship appearance in school history. Over the last four seasons, the Patriots have made it to the CIF Semi-Finals in four different divisions, and this past season finally broke through to the Finals. The team also qualified for the State playoffs in 2016, 2018, and 2019. The team was led by Head Coach David Clifton and Assistant Coaches Chris Masuno and Corey Roberts. The following individuals are members of the 2019 Oxford Academy Girls' Varsity Basketball Team:

Angie Bayarmunkh  
Angie Choi  
Angela Gagnon  
Aurora Kolstad  
Rosa Le  
Mylee Madrazo

Austyn Masuno  
Julie Mun  
Leanne Nguyen  
Jessica Park  
Karissa Phung  
Brianna Rodriguez

7.4 **Anaheim Union High School District Teachers of the Year**

The Board of Trustees recognized teachers of the year, Melinda Moen, Kellie Vosskuhler, and Jason Williams, who were among the 20 teachers identified as the Anaheim Union High School District's Teachers of the Year for 2018-19. They have been selected to represent the District in the Orange County Teachers of the Year Program.



7.5 **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 has 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:

Marquis Deckard	Parent Ambassador	Savanna High School
Kelli Della Valle	Food Services Manager	Savanna High School
Patrick Di Dodo	Community Member	Business Owner
Regina Gonzales	Instructional Assistant	Hope School
Kanu Grover	Student	Oxford Academy
Steve La Rue	Instructional Assistant	Dale Junior High School
Stephanie Ledesma-Palomino	Teacher	Ball Junior High School
Geon-Hee Lee	Student	Cypress High School
Tisha Ludeman	Teacher	Brookhurst Junior High School
Elyan Resendiz	Student	Katella High School
Benjamin Saprid	Student	Kennedy High School
Teresa Shimogawa	Teacher	Cypress High School
Bill Taormina	Community Member	Business Owner
Dion Thomas	Parent Ambassador	Savanna High School

8. **REPORTS**

8.1 **Principals' Report**

Nancy Malotte, Gilbert High School interim principal, and Louie Lemonnier, Hope School principal, presented how Unlimited You opportunities are being created at their school sites.

8.2 **Student Representative's Report**

Adaí Flores, student representative to the Board of Trustees, reported on student activities throughout the District.

8.3 **Reports of Associations**

Grant Schuster, ASTA president, spoke on teachers attending the CTA conference and shared that CTA will be visiting Katella and Western high schools on May 16.

Sharon Yager, CSEA president, reported on negotiations. Additionally, she stated she enjoys the Kindness Matters Awards.

Corey Kretz, APGA co-president, thanked the Board and Cabinet for funding the ASCA training, as well as spoke on grade level counseling system.

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

There was no report.

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

- 9.1 Eileen Anciaux, Ace Language Studies and Homestay, spoke on the partnership with AUHSD regarding the International Student Program and its importance for all students. In addition, she thanked the Board for the opportunity given to the students who AUHSD hosted.
- 9.2 Maria Alejandra Barboza, Hope School parent, thanked the District for their help with special needs students and expressed her concerns regarding the need for more behavioral specialists at Hope school. She also invited the Board to visit Hope School, so that they can get a better sense of the needs at the school site.
- 9.3 Janet Brown, Anaheim High School Alumni Association president, spoke regarding donations to Anaheim High School, as well as invited the Board to events for the 2019-20 year.
- 9.4 Robert Lauten, community member, spoke regarding the movie "Unplanned" and the website STOPCSE.org.
- 9.5 Shonda E. Lobatos, community member, voiced her concerns regarding Planned Parenthood presentations at school sites.
- 9.6 Jose Castillo, community member, thanked the Board for the opportunity to speak and addressed opting out of health classes, as well as his opposition to AB 329.
- 9.7 Judy Kim, Lexington Junior High School parent, spoke against Planned Parenthood's presence at school sites.
- 9.8 Anthony U., Lexington Junior High School parent, addressed the accessibility of the health curriculum.
- 9.9 Kristen Baek, Lexington Junior High School parent, relayed her apprehension about Planned Parenthood and the content of the presentations at the school sites. Additionally, she requested an investigation and report regarding the health curriculum.
- 9.10 Mindy Lee, community member, spoke regarding equity in relation to the health curriculum and AB 329, as well as asked the Board to look into the revision of the health curriculum.
- 9.11 Jenny Chung, community member, thanked the Board for listening to their concerns and spoke regarding AB 329.
- 9.12 Kerry Kang, Lexington Junior High School parent, reported what her son shared with her about the content in health class and spoke against Planned Parenthood at school sites.
- 9.13 Alfred Cuellar, Ball Junior High School parent, spoke regarding the investigation into the health curriculum and asked the Board to prohibit Planned Parenthood from coming into the school sites.
- 9.14 Arthur Schaper, director of Mass Resistance, spoke regarding legislative bills SB 145, AB 175, AB 493, as well as AB 650 and urged the Board to oppose these bills. He also voiced his opinion regarding AB 329.

## 10. PRESENTATION

### 10.1 International Students

#### Background Information:

Program Administrator for International Student Relations and Services, David Green, has been working with school site administrators, school site staff, and District staff to build a program that would introduce our resident students to international students.

#### Current Consideration:

David Green presented on the progress of the program. The presentation also included two international students selected to speak on their experiences at the school sites.

#### 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 received the presentation.

## RESOLUTION

### 11.4 Resolution No. 2018/19-BOT-02, Pledge for Democracy Through Our Public Schools

#### Background Information:

Public education is foundational to upholding and sustaining American democracy by ensuring future generations are fully prepared to function as informed citizens who value freedom and democracy in a civil society. The Anaheim Union High School District has demonstrated a commitment to civic engagement by training nearly 200 teachers in the Six Proven Practices of Civic Engagement that include: classroom instruction in government, history, and economics; civic-based service learning aligned to the curriculum; simulations of democratic processes; extracurricular civic projects; student participation in setting school policy; and civil discourse about important current events. The District has won several accolades for its efforts including seven democracy school designations and two state exemplary schools in civic engagement named by the Chief Justice and State Superintendent. Resolution No. 2018/19-BOT-02, Pledge for Democracy Through Our Public Schools, recognizes that schools are a critical place for students to develop the civic knowledge, skills, and values needed to effectively contribute to and participate in our democracy.

#### Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2018/19-BOT-02. This will provide an opportunity to inform parents, guardians, and the community of the efforts that the District is making to recognize the importance of civic education, involvement, and accountability. Moreover, through the implementation of the five tenets of the pledge: 1. transparency and accountability; 2. civic engagement for all students and community members, including parents and families; 3. college, community, and local business collaboration; 4. diversity, inclusiveness and equity; and 5. compassion, kindness and wellness, the District will continue to grow a national model for democratic practices through our public schools.

#### Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2018/19-BOT-02. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

10.2 **Proposed Process for a Community Colloquium**

Background Information:

Preceding Measure H's approval in November 2014, with 59 percent voter approval, the District was the beneficiary of the work of the Blueprint for the Future Committee, a group of approximately 65 volunteers that performed significant work, meeting four times in February 2014, to discuss facilities, funding, public information research, and to develop a consensus report. The committee unanimously recommended to the Board in April 2014, in their consensus report to pursue what would come to be known as Measure H. Five years later, it seems time to continue to engage the community on successes to date, including facilities, academics and beyond, as well as revisit plans for the future.

Current Consideration:

The District's financial advisor, Government Financial Strategies, presented plans for a new committee process, reflecting the significant community engagement over the last five years, this time to be called a "Community Colloquium."

Budget Implication:

There is expected to be cost to host and plan the event, which is yet to be determined. (General Funds)

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board received the presentation.

11. **ITEMS OF BUSINESS**

**RESOLUTIONS**

11.1 **Resolution No. 2018/19-B-20, Temporary Interfund Transfer**

Background Information:

The Board of Trustees was requested to adopt Resolution No. 2018/19-B-20, Temporary Interfund Transfer. In the past, as part of the State's solution to its own cash flow or budgetary problems, the State deferred the payment of principal apportionment to school districts from the year in which it is normally received to the following year. While cash flow needs are not anticipated for the 2019-20 year, cash low points can occur during the year, which may need to be covered temporarily.

Current Consideration:

This resolution will provide as much flexibility as possible for the 2019-20 year within the District's cash resources. It will allow for temporary interfund cash transfers from the Capital Project Funds, Special Reserve Funds, Special Revenue Funds, and Self-Insurance Funds to the General Fund.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2018/19-B-20. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

11.2 **Resolution No. 2018/19-HR-03, Day of the Teacher**

Background Information:

California's Day of the Teacher was established in 1982 to recognize teachers for their hard work in preparing students for success in the future. California's future success depends on these students. Anaheim Union High School District teachers work in public education to build a better California.

Current Consideration:

Resolution No. 2018/19-HR-03 declares May 7, 2019, Day of the Teacher. Teachers will be recognized for their dedication and hard work in preparing our students for success in the future.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted the Resolution No. 2018/19-HR-03. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

11.3 **Resolution No. 2018/19-HR-04, National School Nurse Day**

Background Information:

National School Nurse Day was established to foster a better understanding of the role of school nurses in the educational setting. The District recognizes that school nurses provide critical services to students and staff and National School Nurse Day accentuates the school nurse's vital role in promoting wellness now to ensure healthy futures.

Current Consideration:

Resolution No. 2018/19-HR-04 declares May 8, 2019, National School Nurse Day. The Board will recognize the contributions that school nurses make every day to improve the health and success of our Nation's children.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted the Resolution No. 2018/19-HR-04. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Smith, Randle-Trejo, and O'Neal

11.4 This item was taken out of order and placed after item 10.1.

## **BUSINESS SERVICES**

### **11.5 Rejection of Liability Claim**

Background Information:

The District received a liability claim that was filed on February 26, 2019, and identified as AUHSD 19-02 (Tort 407).

Current Consideration:

After review, staff determined that the claim was not a proper charge against the District.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees rejected liability claim AUHSD 19-02 (Tort 407) as not a proper charge against the District, and authorized staff to send the notice of rejection.

### **11.6 Rejection of Liability Claim**

Background Information:

The District received a liability claim that was filed on March 18, 2019, and identified as AUHSD 19-03 (No Tort Form).

Current Consideration:

After review, staff determined that the claim was not a proper charge against the District.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees rejected liability claim AUHSD 19-03 (No Tort Form) as not a proper charge against the District, and authorized staff to send the notice of rejection.

### **11.7 Rejection of Liability Claim**

Background Information:

The District received a liability claim that was filed on March 25, 2019, and identified as AUHSD 18-06-04 (No Tort Form).

Current Consideration:

After review, staff determined that the claim was not a proper charge against the District.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustees Jabbar, duly seconded and unanimously carried, the Board of Trustees rejected liability claim AUHSD 18-06-04 (No Tort Form) as not a proper charge against the District, and authorized staff to send the notice of rejection.

11.8 **Board Policy, Multiple Policies, Second Reading**

Background Information:

As a part of the Office of Management and Budget's (OMB's) Uniform Grant Guidance (UGG) requirement to ensure that non-federal entities to have written policies and procedures in place, the Business Services updated a substantial number of Board Policies using the California School Boards Association's (CSBA) Gamut Online System. Through this process staff recognized the need to do a thorough review and update of all policies.

Current Consideration:

The Business Services Division is continuing the process by reviewing all of its Board Policies to ensure conformity with the policies suggested by the CSBA through the Gamut Online System. Gamut is an online policy information service that incorporates the complete CSBA Policy Update Reference Manual, which contains more than 650 sample policies, regulations as well as exhibits, and is updated continually. Appropriate administrators from the Business Services Division have reviewed the policies and edited them to conform with District practices using the Gamut Online System as a foundation. The Board of Trustees was requested to engage in the second reading of the policies listed below.

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

- 11.8.1 Board Policy 5110 (3540), Transportation
- 11.8.2 Board Policy 5110.1 (3541), Transportation Routes and Services
- 11.8.3 Board Policy 5110.2 (3541.2), Transportation for Students with Disabilities
- 11.8.4 Board Policy 5112 (3542), School Bus Drivers

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved the policies listed above.

**EDUCATIONAL SERVICES**

11.9 **Grant Award, California's Adolescent Literacy Initiative (CALI Reads)**

Background Information:

The CALI Reads project is a U.S. Department of Education State Personnel Development Grant administered through the California Department of Education (CDE), Special Education Division, in partnership with the Napa County of Education (COE). The CALI Reads project will span five years: Spring 2019 through 2022-23.

Current Consideration:

District curriculum specialists along with staff from Ball, Brookhurst, Orangeview, and South junior high schools will receive ongoing literacy coaching, professional learning, and systems support for participating teachers and administrators, as well as annual project funds to support participation in CALI Reads activity. CDE and Napa COE awarded the CALI Reads

grant to the District. The grant will focus on literacy to address the needs of striving learners, targeting students with disabilities (SWD).

Budget Implication:

The District will receive funds, goods, and services in the amount of \$650,000, over the term of the grant to fulfill the proposed scope of work and responsibilities associated with the grant.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved the grant award.

11.10 **Memorandum of Understanding (MOU), California State University, Fullerton Auxiliary Services Corporation**

Background Information:

On September 27, 2017, the District, North Orange County Community College District (NOCCCD), California State University Fullerton (CSUF), University of California, Irvine (UCI), and the City of Anaheim signed the Anaheim Union Educational Pledge agreeing to provide students support they need for college, career, life readiness and success.

Current Consideration:

California State University, Fullerton Auxiliary Services Corporation (ASC) is acting on behalf of CSUF to be their data administration proxy. This MOU is a data sharing agreement that provides ASC personally identifiable data to facilitate CSUF in delivering services including, but not limited to, academic tutoring, academic advising for postsecondary planning, educational field trips, assistance with completing college and financial aid applications, Saturday academies, and summer programs. The data is also used to assist with delivery of services for CSUF programs such as Upward Bound, GEAR UP, and Educational Talent Search. Services are being provided February 18, 2019, through September 30, 2025.

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 ratified the MOU.

11.11 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

The following schools submitted school-sponsored student organization applications:

- 11.11.1 Kababayan at Kabigian, Cypress High School
- 11.11.2 Science Olympiad Team, Cypress High School
- 11.11.3 National Art Honor Society, Katella High School
- 11.11.4 IB Connections Crew, Kennedy High School



- 11.11.5 Ted Talks Club, Magnolia High School
- 11.11.6 Black Student Union, Lexington Junior High School
- 11.11.7 Mindfulness Club, South Junior High School
- 11.11.8 Environmental Club, Walker Junior High School

Budget Implication:

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

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications, as amended prior to the adoption of the agenda.

## **HUMAN RESOURCES**

### **11.12 Initial Contract Proposal, AUHSD to APGA**

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to APGA must be presented in writing to the Board of Trustees.

Current Consideration:

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

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 proposal in order to proceed to the public hearing.

### **11.13 Public Hearing, Initial Contract Proposal, AUHSD to APGA**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President O'Neal opened the public hearing at 9:15 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 9:15 p.m.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President O'Neal opened the public hearing at 9:16 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 9:16 p.m.

11.16 **Initial Contract Proposal, AUHSD to Mid-Managers Association (MMA)**

Background Information:

In accordance with Board Policy 6500.01, the District's initial contract proposal to MMA must be presented in writing to the Board of Trustees.

Current Consideration:

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

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 proposal in order to proceed to the public hearing.

11.17 **Public Hearing, Initial Contract Proposal, AUHSD to Mid-Managers Association (MMA)**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President O'Neal opened the public hearing at 9:16 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 9:16 p.m.

11.18 **Initial Contract Proposal, MMA to AUHSD**

Background Information:

In accordance with Board Policy 6500.01, the Mid-Managers Association's (MMA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

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

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 proposal in order to proceed to the public hearing.

11.19 **Public Hearing, Initial Contract Proposal, MMA to AUHSD**

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the Mid-Managers Association's (MMA) initial contract proposal to the District.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President O'Neal opened the public hearing at 9:16 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 9:17 p.m.

11.20 **Public Hearing, Memorandum of Understanding with AFSCME**

Background Information:

The Board of Trustees must hold a public hearing to receive comments relating to this proposed Memorandum of Understanding ("MOU") with the American Federation of State, County, and Municipal Employees (AFSCME), in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the MOU are available for review and study in the District's Human Resources Department. After the public hearing, there will be two additional agenda items regarding the proposed MOU.

Current Consideration:

This MOU pertains to the reduction of the work year effective July 1, 2019, of those food service workers at Edison, Mann, and Ponderosa elementary schools in the Anaheim Elementary School District (AESD). Their work schedule was based upon a so-called year-round school schedule at these three elementary schools. The AESD Board of Trustees has determined that effective July 1, 2019, these schools will return to a traditional school calendar. As a result, eight food service assistants assigned to those schools will be employed on a traditional nine-month work calendar, 182 days, effective July 1, 2019.

Budget Implication:

The projected one-time cost of this MOU is \$3,654. Effective with the 2019-20 year, these eight employees will work a traditional nine-month work calendar. (General Funds)

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 MOU.

President O'Neal opened the public hearing at 9:17 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 9:17 p.m.

11.21 **Memorandum of Understanding (MOU) with AFSCME**

Background Information:

An MOU was negotiated between the District and the American Federation of State, County, and Municipal Employees (AFSCME). As a result of the Anaheim Elementary School District's return to a traditional school year, eight food service assistants assigned to three elementary schools will be employed on a traditional nine-month work calendar, 182 days, effective July 1, 2019. The MOU was ratified by the AFSCME membership and it is recommended for approval by the District's Board of Trustees.

Current Consideration:

A public hearing as an information item has been conducted by the Board of Trustees regarding the MOU. As part of the negotiation process, approval of the MOU by the Board of Trustees was requested.

Budget Implication:

The projected one-time cost of this MOU is \$3,654. Effective with the 2019-20 year, these eight employees will work a traditional nine-month work calendar. (General Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

11.22 **Reduction of Work Year**

Background Information:

This item pertains to the reduction of the work year for eight food service assistants who are assigned to three elementary schools in the Anaheim Elementary School District. An MOU has been agreed to between AFSCME and the District regarding this reduction in work year for the eight effected food service assistants who will work a traditional nine-month work calendar, 182 days, effective July 1, 2019.

Current Consideration:

The Collective Bargaining Agreement between the District and AFSCME provides for a 60-day notice for employees who will receive a reduction in work year, prior to a reduction in hours or months of employment. The MOU identifies the eight employees who will receive notice of their work year reduction effective July 1, 2019. No other employees will receive a notice of work year reduction as a result of the MOU.

Budget Implication:

The projected one-time cost of this MOU is \$3,654. Effective with the 2019-20 year, these eight employees will work a traditional nine-month work calendar. (General Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees authorized the Superintendent or his designee to notify the eight effected food service assistants of their reduction in work year effective July 1, 2019.

11.23 **Revised Board Policy 6604, Administrative Substitute Salary Schedule, Second Reading**

Background Information:

Board Policy 6604, Administrative Substitute Salary Schedule, provides the procedure for the salary provided to an administrative substitute. The policy was last revised in 2011.

Current Consideration:

The Board of Trustees was requested to review and/or approve the second reading of revised Board Policy 6604, Administrative Substitute Salary Schedule. The revised policy increases the administrative substitute salary schedule to one hundred percent of Step 1 for the job classification the substitute is replacing.

Budget Implication:

The impact of this change would be variable based upon the need of the District in a particular year for substitute administrators. Based on the change in language, a substitute administrator acting as a high school principal would increase the daily rate from the current rate of \$444.25 per day to \$592.33 per day, for a change of \$148.08 per day for their services. (General Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board approved revised Board Policy 6604, Administrative Substitute Salary Schedule.

11.24 **Agreement, Pristine Rehab Care, LLC**

Background Information:

When a speech-language pathologist or speech-language pathologist assistant takes a leave of absence, or if there is a sudden need to fill a vacancy, the District must fill that position on a temporary basis with a qualified individual. Due to the specific qualifications needed to fill this type of position, and for only a limited time, it is increasingly difficult to find a qualified individual to perform these services. Agreements with staffing agencies provide qualified individuals when there is a sudden need to fill a vacancy. The District entered into an agreement with Pristine Rehab Care, LLC to provide speech-language pathologist contract services February 19, 2019, through May 23, 2019.

Current Consideration:

Due to continued and anticipated temporary leaves of absence of District personnel, additional services are required. This agreement will provide a qualified Speech/Language Pathologist to provide services for students through the end of the 2018-19 year.

Budget Implication:

The cost is not to exceed \$36,855. (General Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

11.25 **Wellness Program Consulting Agreement, Synergy Spa & Wellness Solutions**

Background Information:

The District utilizes health and wellness professionals with expertise in a specific field to provide targeted programs and services that fulfill the mission and vision of the Well Done! employee wellness program. Professionals must meet credentialing and certification requirements as mandated by each field and provide evidence of liability insurance as required by the District.

Current Consideration:

Synergy Spa & Wellness Solutions will provide chair massages to District employees. Services will be provided April 11, 2019, through June 30, 2019.

Budget Implication:

The total cost is not to exceed \$1,000. (Wellness Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the Wellness Program consulting agreement.

11.26 **Certificated Administrators, Classified Management, and Classified Confidential Salary Schedules**

Background Information:

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

Current Consideration:

The 2018-19 salary schedules for unrepresented employees include administrators, classified management, and confidential classifications. Due to the agreements with the Anaheim Secondary Teachers Association (ASTA) to increase salaries by 1.75 percent, the 2018-19 salary schedules for unrepresented employees shall be increased by 1.75 percent to become the 2018-19 salary schedules, retroactive to July 1, 2018. Longevity stipends will be increased at a commensurate rate with the certificated and classified bargaining units.

Budget Implication:

Employee salary and longevity increases for unrepresented members will impact the budget with an additional estimated expense of \$387,000. (General Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adopted the 2018-19 salary schedules for administrators, classified management, and confidential employees.

**SUPERINTENDENT'S OFFICE**

**11.27 New Board Policy, Board Policy 1500 (0420.4), Charter School Authorization, Second Reading**

Background Information:

The District is committed to the belief that public education is of fundamental importance to a free society and to the continuance of democratic values and individual liberty. As part of this commitment, the District recognizes its responsibility to ensure accountability to the public for the performance of the District and the schools it operates and oversees. The California Charter Schools Act vests the Board of Trustees with the authority to determine whether to authorize the establishment of charter schools to operate within the District's jurisdiction and under the Board's oversight.

Current Consideration:

As defined by the Education Code, charter schools are public schools that operate with public funds. Accordingly, a governing board's decision to authorize or deny a charter school is one of the most significant decisions it can make. Using the California School Boards Association (CSBA) model policy as a starting point, and guided by the District's educational philosophy and values, a group of administrators, teachers, and staff representing the Educational Services Division, Human Resources Division, and Business Services Division convened to consider the concept of sound educational practice and to recommend policy language around charter school authorization. Proposed Board Policy 1500 (0420.4) also recognizes recent studies and development in the area of charter school authorization, including CSBA's *Uncharted Waters, Recommendations for Prioritizing Student Achievement and Effective Governance in California's Charter Schools* (2018), the California Attorney General's Opinion on the application of public integrity laws to charter schools (No. 11-201) (2018), and the ACLU's *Unequal Access: How Some California Charter Schools Illegally Restrict Enrollment* (2016).

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 new Board Policy 1500 (0420.4), Charter School Authorization.

**11.28 New Board Bylaw, Board Bylaw 10250 (BB 9250), Remuneration, Reimbursement, and Other Benefits, First and Final Reading; Increase in Monthly Compensation**

Background Information:

The Education Code establishes the maximum monthly compensation that each member of the Board of Trustees may receive based on average daily attendance in the District. The Education Code further provides that individual member compensation may be increased on an annual basis in an amount not to exceed 5 percent of the present monthly rate of compensation, effective at the time of approval.

On June 26, 1997, the Board of Trustees approved setting individual member compensation at the maximum sum of \$750 per month. On July 15, 2004, the Board of Trustees approved an increase of individual member compensation by 5 percent to \$787.50. On June 16, 2005, the Board of Trustees approved an increase of individual member compensation by 3.4 percent to \$814.28, aligned to the increase received by other employee groups that year. On August 31, 2006, the Board of Trustees approved an increase of individual member



compensation by 5 percent to \$854.99, again aligned to the increase received by other employee groups that year. On June 24, 2010, the Board of Trustees approved a decrease of individual member compensation by 5.15 percent to \$810.96, aligned to the highest percentage reduction received by an employee group due to the implementation of furlough days in the 2010-11 year. Individual member compensation returned to \$854.99 for the 2011-12 year. Individual member compensation has not changed since July 1, 2011.

Current Information:

The District is continuing the process of reviewing Board policies, administrative regulations, and bylaws to ensure conformity with the recommendations of the California School Boards Association (CSBA) through the Gamut Online System. Gamut is an online policy information service that incorporates the complete CSBA Policy Update Reference Manual, which contains more than 650 sample policies, regulations, as well as exhibits, and is updated continually. Proposed Board Bylaw 10250 (BB 9250) is modeled on the suggested CSBA bylaw, adapted to District practice to memorialize Trustee remuneration, reimbursement, and other benefits. Furthermore, because it has been nearly eight years since the Board of Trustees has increased its monthly compensation and Trustees have therefore not received the same rate of compensation increase received by employee groups over that time period, the Board of Trustees may consider a 5 percent increase in individual Trustee compensation effective May 1, 2019. Such an increase would represent less than the aggregated amount of increases of employee groups, but is the maximum amount of increase permitted by the Education Code.

Budget Implication:

Individual Trustee compensation would increase by \$42.75 per month. (General Funds)

Action:

1. On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees reviewed and approved the new bylaw.
2. On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved a 5 percent increase in individual Trustee compensation from \$854.99 to \$897.74 per month, effective May 1, 2019.

12. **CONSENT CALENDAR**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.3, Bid 2019-33, Anaheim High School Security Fencing, pulled by Trustee Jabbar, as well as 12.7, Exhibit HH, and 12.8 pulled by Trustee O'Neal.

**BUSINESS SERVICES**

12.1 **Amendment, Agreement, Orange County Public Safety**

Background Information:

The District has worked with Orange County Public Safety (OCPS) to patrol its facilities during evening, night, weekend hours, and around-the-clock patrols during District holidays. The District has experienced a marked decrease in school vandalism and an increase in the apprehension of various perpetrators on our school sites. They have thwarted various crimes from actually happening, had many arrests, and are proactive with their approach to keeping all of our school sites safe and secure afterhours, as well as during holidays. In

addition, they are the first responders for any alarm triggers, which has virtually eliminated the need to contact District staff for late night responses.

Current Consideration:

OCPS provides a highly specialized professional service. Their officers are trained Emergency Medical Technicians (EMT), with CPR and first aid training, as well as trained first responders to emergent and non-emergent situations. OCPS is well connected to local law enforcement, fire personnel, District administration, and have been working in conjunction with the Anaheim Police Department (APD), and other local law enforcement agencies to protect our school sites. They have been participating in APD task force meetings, which include internal upper management and supervisory staff to discuss the protection of all Anaheim school sites, and was the only non-city entity invited to participate. OCPS has been given radios with direct communication to APD and have been praised for all of their efforts.

With numerous construction projects, we have had additional security needs and have exhausted our current additional services allotment of \$10,000 for the remaining of the 2018-19 year. We are requesting to raise the additional services for special events and other requirements to \$30,000.

Budget Implication:

An additional cost not to exceed \$30,000 for special events, such as graduation or other requirements as needed. (General Funds and Measure H Funds)

Action:

The Board of Trustees approved the amendment to the agreement.

12.2 **Piggyback Bids, Purchase Through Public Corporation or Agency**

Background Information:

The District is currently bidding the roof replacement project for the District Office building, which includes the installation of a District furnished roofing material. Staff has determined that project savings could be achieved by purchasing the roofing material directly from the manufacturer. This action would guarantee readily available material to meet the project's demand and schedule in a cost-effective manner.

Current Consideration:

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Weatherproofing Technologies, Inc. that will allow other agencies, including local school districts, to purchase roofing products and related materials. The products will be purchased utilizing DGS CMAS contract 4-18-00-0118A, through February 28, 2020, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of the Public Contract Code Sections 10298, 10299, and 12100 et seq. This CMAS purchase is in the best interest of the District.

Budget Implication:

The total amount of this award is not to exceed \$250,000. (Measure H Funds)

Action:

The Board of Trustees approved the purchase of roofing products and related materials utilizing the DGS CMAS contract 4-18-00-0118A with Weatherproofing Technologies, Inc., including extensions of the contract.

12.3 **Award of Bids**

The Board of Trustees was requested to award or reject the following bids:

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2019-29	District Office Propane Filling Station (RDA Funds and other funds as appropriate)	Reject All Bids	N/A
2019-32	Savanna High School Underground Utility Abatement Project (Measure H Funds and other funds as appropriate)	Karcher Environmental, Inc.	\$138,250
2019-33	Anaheim High School Security Fencing (Measure H Funds and other funds as appropriate)	Wolverine Fence Company, Inc.	\$239,000
2019-34	District Office Roofing Project (Measure H Funds and other funds as appropriate)	Letner Roofing Co.	*\$2,375,000

\*Amount includes additive Alternates #1, #2, #3, and #4

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees rejected bid 2019-29, awarded bids 2019-32 and 2019-34, as well as tabled bid 2019-33 until the next Board meeting as listed.

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 et al.

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

Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

12.6 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees ratified item 12.7, Exhibit HH, and 12.8 with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Smith, and Randle-Trejo

Abstain: Trustee O’Neal

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

Action:

The Board of Trustees ratified the reports February 22, 2019, through April 1, 2019.

12.8 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report February 22, 2019, through April 1, 2019.

12.9 **SUPPLEMENTAL INFORMATION**

12.9.1 ASB Fund, February 2019

12.9.2 Cafeteria Fund, January 2019

12.9.3 Enrollment, Month 8

**EDUCATIONAL SERVICES**

12.10 **Agreement, ATvantage Athletic Training, LLC**

Background Information:

The District has worked with ATvantage Athletic Training for several years now. ATvantage Athletic Training, LLC is an independent contractor designed to provide athletic training services. An athletic trainer is recognized by the American Medical Association and defined as an allied health professional who provides the following: education, prevention, emergency care, clinical diagnosis, therapeutic intervention, as well as rehabilitation services for a variety of injuries and medical conditions. Extensive and specific education and clinical training, as well as necessary certifications are needed to practice athletic training. Having the services of an athletic trainer each day maintains continuity among services provided to students and reduces potential liability to the District. Within the District, there are no other classifications of employees that are properly certified to perform the job duties of an athletic trainer.

Current Consideration:

The company recently became a Limited Liability Company (LLC) and is requiring that we bring the agreement back to the Board for approval. As a result of this change, we are also requesting to increase the amount needed for services, as services have been required at higher volume than anticipated. Services are being provided March 6, 2019, through June 30, 2019. The agreement will renew automatically each year and will remain in effect until June 30, 2022.

Budget Implication:

The total cost is not to exceed \$13,000 for the remainder of the 2018-19 year. The total amount for the following three years will be \$22,750 per year. (General Funds)

Action:

The Board of Trustees ratified the agreement.

12.11 **Implementation Agreement, Advancement Via Individual Determination (AVID) Center**

Background Information:

The AVID College Readiness System supports a culture of rigor and success for students in approximately 6,000 schools throughout the Nation. Their mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

Services provided by AVID Center include: training for AVID site teams, AVID elective teachers, and District AVID coordinator; coordination with the District to analyze AVID program data; AVID certification review/monitoring of programs; access to AVID resources at the password protected AVID website; and access to AVID College Readiness System workshops and online offerings.

Current Consideration:

The yearly fee for Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools, Oxford Academy, as well as Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools covers all AVID materials, AVID District Leadership Professional Learning, and AVID weekly resources. Services will be provided July 1, 2019, through June 30, 2020. The agreement will be signed following Board approval.

Budget Implication:

The total cost is not to exceed \$55,042. (Title I and Title II Site Funds)

Action:

The Board of Trustees approved the agreement.

12.12 **Agreement, AVID Excel, AVID College Readiness System Services and Products**

Background Information:

AVID Excel is a research-based junior high school program designed to accelerate academic language acquisition while increasing the college readiness of designated English Learner (EL) students. The goal of AVID Excel is to interrupt students' path to Long-Term English Learner (LTEL) status and put them on a pathway to college preparation by intervening in very direct ways. AVID Excel focuses on developing reading, writing, oral language, and academic vocabulary skills. It also builds study skills, self-determination, and leadership skills that underlie academic and social achievements. As an equity component of the AVID College Readiness System, AVID Excel is designed to fulfill AVID's mission of preparing all students for college readiness and success in a global society.

Current Consideration:

AVID Excel has been successfully implemented for the past year at the following schools: Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. To continue to implement the program, the District must pay a benefit package fee, as well as AVID summer institute fees for training staff members from participating school sites. Services

will be provided July 1, 2019, through June 30, 2020. The agreement will be signed following Board approval.

Budget Implication:

The total cost is not to exceed \$5,820. (Title III Funds)

Action:

The Board of Trustees approved the agreement.

12.13 **Agreement, GoToCollegeFairs.com**

Background Information:

The District will be hosting its 10<sup>th</sup> Annual College and Career Fair on October 2, 2019. GoToCollegeFairs.com is a division of Technology Resource Corporation that expedites the exchange of information between students and admissions representatives at college fairs. In an effort to facilitate the communication process between students and colleges, the District would like to partner with GoToCollegeFairs.com.

Current Consideration:

GoToCollegeFairs.com will provide a barcode and/or scanner system at the District College and Career Fair. College representatives will utilize the scanner to securely capture the registration information provided online, saving students and colleges/universities both a lot of time and effort.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

12.14 **Amendment to Agenda Item, North Orange County Regional Consortium (NOCRC) for Adult Education**

Background Information:

Since the 2013-14 year, the District has been a member of the NOCRC. The purpose of the consortium was to evaluate existing adult education programs, identify needs, and develop plans to address those needs. Within the consortium, five work groups were created to develop strategies for implementation to improve educational outcomes for adult learners.

Current Consideration:

On February 7, 2019, the Board of Trustees approved the agreement with North Orange County Regional Consortium Education, to provide reimbursement for childcare. The agenda item specified the reimbursement would be for ESL classes offered at Ball Junior High School. The agreement presented to the Board on February 7, 2019, was for reimbursement for Supporting Adults for Student Success (SASS) services. The agenda item should have stated that the reimbursement is for Supporting Adults for Student Success (SASS) services. Therefore, the agenda item needs to be amended to be consistent with the language of the original contract. All other terms of the contract remain intact. Services are being provided from September 1, 2018, through June 30, 2019.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees amended the correction to the agenda item.

12.15 **Agreement, Internet Access, Orange County Superintendent of Schools**

Background Information:

The District currently participates in a consortium, via Letter of Agency (LOA), which allows the Corporation for Education Network Initiatives in California (CENIC) to act as the District's internet service provider (ISP), at no cost to the District. CENIC operates the statewide California Research and Education Network (CalREN) network that links schools, district offices, county offices of education, as well as colleges and universities together. The California K-12 high-speed network facilitates the participation of nearly 9,000 K-12 entities in CalREN and receives state funding, as well as E-rate and California Teleconnect Fund monies, to support the network. Orange County Department of Education (OCDE) also provides network services as a conduit from the District through OCDE to CENIC.

Current Consideration:

Internet services will be provided by Orange County Superintendent of Schools to the District, up to 10 gigabits per second (gbps), at no cost, in the event CENIC is not funded. The contingency services will be provided July 1, 2019, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

12.16 **Agreement, Network Support Services, Orange County Department of Education (OCDE)**

Background Information:

Orange County Department of Education (OCDE) provides a variety of services to the District, including data-circuit network management, router maintenance, data-circuit charges, email archiving storage, and email archiving management. Services are related to OCDE's role as the District's internet service provider (ISP) and email retention storage provider.

Current Consideration:

Intranet services will be provided through the Orange County Superintendent of Schools. Network services consist of OCDE support for payroll, financial, human resources, imaging, cloud storage, as well as time and attendance. In addition, OCDE will provide email archiving support and services for the District's employee archived email through the 2019-20 year. Services will be provided July 1, 2019, through June 30, 2020.

Budget Implication:

Total cost for these services is not to exceed \$2,400. (General Funds)

Action:

The Board of Trustees approved the agreement.

12.17 **Instructional Materials Submitted for Adoption**

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

Action:

The Board of Trustees adopted the selected materials.

12.18 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in English language development, mathematics, social sciences, and world languages. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, April 12, 2019, through May 7, 2019.

Action:

The Board of Trustees approved the display.

12.19 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

12.20 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

**HUMAN RESOURCES**

12.21 **Agreement, Orange County Superintendent of Schools, ACCESS Program**

Background Information:

The Orange County Superintendent of Schools provides an alternative education program for Orange County students. Alternative, Community, and Correctional Schools and Services (ACCESS) schools are set in community-based, alternative venues and provide a safe, disciplined, as well as supportive environment. ACCESS provides summer school programs for students to improve both their learning skills and their test scores, while earning credits toward graduation.

Current Consideration:

The agreement with the Orange County Superintendent of Schools offers appropriate school programs to students who, due to reduced or eliminated school programs and as a result of budgetary concerns, are in need of such services. Services will be provided June 3, 2019, through August 30, 2019. Due to the Orange County Superintendent of Schools' policy for executing agreements, this agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.



Action:

The Board of Trustees approved the agreement.

12.22 **Agreement, California State University, Long Beach**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had a student teaching agreement in place with California State University, Long Beach (CSULB) since 1995.

Current Consideration:

This agreement is a renewal of the current agreement already in place with CSULB. The current agreement expires June 30, 2019. Educational programs included in this agreement are Early Fieldwork, Basic Credential Programs, Educational Administration, School Counseling, and School Psychology. Due to the university's policy for entering into agreements, the agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

12.23 **2018-19 Third Quarterly Report, Williams Uniform Complaints**

Background Information:

The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, as well as intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12<sup>th</sup> grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints Third Quarterly Report, January 1, 2019, through March 31, 2019, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the report.

12.24 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

12.25 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

**SUPERINTENDENT'S OFFICE**

12.26 **Conferences and/or Meetings**

It was recommended that the Board of Trustees approve and ratify the attendance to the following conferences by the superintendent and/or Board members with payment of necessary expenses (travel, hotel, parking, taxi, etc.)

12.26.1 The Civic Learning Governing Board Meeting, April 3, 2019, Sacramento, CA, at a cost not to exceed \$500.

12.26.2 The State Capitol Building, Committee Hearing, April 10, 2019, Sacramento, CA, a cost not to exceed \$500.

12.26.3 2019 NCCEP/GEAR UP Annual Conference, July 14-17, 2019, San Francisco, CA, at a cost not to exceed \$1,200. Registration costs will be paid by GEAR UP. (General Funds)

12.26.4 The Mikva Conference, July 18-19, 2019, Chicago, IL, at a cost not to exceed \$2,900.

Action:

The Board of Trustees approved and ratified for the superintendent and/or Board members to attend the conferences with payment of necessary expenses.

12.27 **Board of Trustees' Meeting Minutes**

March 5, 2019, Regular Meeting

Action:

The Board of Trustees approved the minutes as submitted.

13. **SUPERINTENDENT AND STAFF REPORT**

Dr. Fried congratulated Joe Carmona and staff for helping the District be named one of six model districts in California for family and community engagement.

14. **BOARD OF TRUSTEES' REPORT**

Trustee Jabbar indicated he attended the Friends of Education Dinner, Soapbox at South Junior High School, Civic Learning Award Ceremony for Lexington Junior High School and Cypress High School, Color and Light Exhibition, ROP student interviews, ROP Board meetings, Anaheim High School Open House, and Anaheim Elementary School District Board meeting.

Trustee Piercy said she attended the City of Anaheim Volunteer Recognition Luncheon, Student Discipline Taskforce meeting, City of Cypress Liaison meeting, Sister City meeting, Friends of Education Dinner, Civic Learning Award Ceremony for Lexington Junior High School and Cypress High School, Cypress High School Physics Boat Race, California Distinguished Schools Awards

Ceremony, Color and Light Exhibition, and Open House for Cypress High School, Walker Junior High School, as well as Oxford Academy.

Trustee Smith shared she attended the Open House at Oxford Academy, Insurance Committee meeting, and Vietnam Veteran Pining Ceremony hosted by Congressman Lou Correa.

Trustee Randle-Trejo reported she attended two ROP Board meetings, ROP Vocational Nursing Graduation, Open House at Dale and South junior high schools, as well as Katella High School, GASELPA Awards Ceremony, UCI Saturday Academy of Law, Color and Light Exhibition, Speech and Debate Competition at Lexington Junior High School, Esports Championship at Western High School, Western High School Alumni Association Fundraiser, Civic Learning Award Ceremony for Lexington Junior High School and Cypress High School, Mental Health Workshop, California Distinguished Schools Awards Ceremony, Superintendent's Cup Award Ceremony, Soapbox at South Junior High School, Friends of Education Dinner, City of Anaheim Council meeting, Anaheim Elementary School District Board meeting, AIME/White House Hospitality Graduation, and CSEA Workshop.

Trustee O'Neal stated he attended Open Houses for Dale and Walker junior high schools, Anaheim, Katella, and Kennedy high schools, as well as Oxford Academy, Budget Committee meeting, Color and Light Exhibition, and Civic Learning Award Ceremony for Lexington Junior High School and Cypress High School.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Tuesday, May 7, 2019, at 6:00 p.m.

Thursday, June 13  
Thursday, June 20  
Thursday, July 11  
Thursday, August 15

Thursday, September 12  
Thursday, October 10  
Tuesday, November 5  
Thursday, December 12

15.2 **Suggested Agenda Items**

Trustee Randle-Trejo requested a mental health update presentation at a future Board meeting.

16. **ADJOURNMENT**

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:51 p.m.

Approved \_\_\_\_\_  
Clerk, Board of Trustees

**ANAHEIM UNION HIGH SCHOOL DISTRICT**501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, [www.auhsd.us](http://www.auhsd.us)**BOARD OF TRUSTEES****Minutes****Tuesday, May 7, 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 2:00 p.m.

Present: Brian O’Neal, president; Annemarie Randle-Trejo, 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: Katherine H. Smith, assistant clerk

**2. ADOPTION OF AGENDA**

Staff requested the following amendments to the agenda:

- Page 2 of the agenda, item 4.7, remove employee HR 2018-19-76.
- Replace page 4 of the agenda to include Western High School student Moses Franco under item 7.3.
- Page 9 of the agenda, item 11.6, fourth line of Background Information, remove duplicate word “School.”
- Page 11 of the agenda, item 11.8, replace Action Item with Information Item.
- Page 12 of the agenda, pull item 11.10, Exhibit J, Secondary District Plan and Application for Work Experience Education program.
- Item 11.11.2, Exhibit L, include page 2 of the exhibit.
- Replace page 70 of Exhibit R.
- Replace page 3 of Exhibit T.
- Replace Exhibit II, Enrollment Report.

On the motion of Trustee Jabbar, duly seconded and unanimously carried, by those present, following discussion, the Board of Trustees adopted the amended agenda.

**3. PUBLIC COMMENTS, CLOSED SESSION ITEMS**

There were no requests to speak.

4. **CLOSED SESSION**

The Board of Trustees entered closed session at 2:06 p.m.

Trustee Smith joined closed session via conference call at 2:09 p.m.

Trustee Smith exited closed session at 5:11 p.m.

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

5.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:10 p.m.

5.2 **Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Adai Flores led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 **Closed Session Report**

Board Clerk Randle-Trejo reported the following actions taken during closed session.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 No reportable action taken regarding anticipated litigation.
- 5.3.3 No reportable action taken regarding negotiations.
- 5.3.4 No reportable action taken regarding personnel.
- 5.3.5 No reportable action taken regarding personnel.
- 5.3.6 The Board of Trustees took formal action, with a 4-0 vote, to suspend, without pay for 1 day, employee HR-2018-19-22.
- 5.3.7 The Board of Trustees took formal action, with a 4-0 vote, to release the listed certificated employees, as amended prior to the adoption of the agenda.
- 5.3.8 The Board of Trustees took formal action, with a 4-0 vote, to appoint Zohra Cronin as Director, Maintenance and Operations.
- 5.3.9 No reportable action taken regarding anticipated litigation.
- 5.3.10 No reportable action taken regarding existing litigation.
- 5.3.11 No reportable action taken regarding existing litigation.
- 5.3.12 No reportable action taken regarding unrepresented employee negotiations.
- 5.3.13 No reportable action taken regarding unrepresented employee negotiations.

- 5.3.14 The Board of Trustees took formal action to approve the expulsion of students 18-37; 18-39; and 18-40.

Items 8.2 and 7.1 were moved forward in the agenda.

## **REPORT**

### **8.2 Student Representative's Report**

Adaí Flores, student representative to the Board of Trustees, reported on student activities throughout the District and reflected on her experience as student representative to the Board.

## **RECOGNITION**

### **7.1 Student Representative to the Board of Trustees**

The Board of Trustees honored Adaí Flores for her service as student representative to the Board during the 2018-19 year.

## **CLOSED SESSION**

Zohra Cronin, newly appointed Director, Maintenance and Operations, expressed she is excited to be part of the AUHSD team, as well as thanked the Board and Cabinet for the opportunity.

## **6. INTRODUCTION OF GUESTS**

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

In addition, Board of Trustees' President O'Neal introduced Grant Schuster, ASTA president; Sharon Yager, CSEA president; Corey Kretz, APGA co-president; Hilda Vasquez, ALTA president; Gail Kairis, Administrator, Instructional Programs, NOCROP; Robert Nelson, Citizens Oversight Committee; and Dr. J. Paolo Magcalas, Trustee, Anaheim Elementary School District.

## **7. BOARD OF TRUSTEES' RECOGNITIONS**

7.1 This item was taken out of order and placed after item 8.2.

### **7.2 2018-19 AUHSD Student Ambassadors**

The Board of Trustees honored the District's student ambassadors for their service during the 2018-19 year. The ambassadors serve as official spokespersons for all of the District's students at special ceremonies, events, and functions. The student leaders are also deeply embedded in the District's governance structure and actively provide the "student voice" wherever possible. The following students were recognized for this important contribution to the District.

Karina Granados	Anaheim High School
Manasa Lakshmi Narasimhan	Cypress High School
Aaron Tran	Gilbert High School

Alexia Alvarado  
Maham Memon  
Dylan Daravong  
Karar Aljadeed  
Francesca Alcalá  
Krisha Mae Arce  
Anthony Muñoz

Katella High School  
Kennedy High School  
Loara High School  
Magnolia High School  
Oxford Academy  
Savanna High School  
Western High School

### 7.3 **Culinary Arts Programs**

The Board of Trustees recognized the culinary arts students and teachers from Cypress, Gilbert, Katella, Kennedy, Savanna, and Western high schools. Throughout the 2018-19 year, the culinary arts students prepared and served delicious dinners for the Board of Trustees prior to each Board of Trustees' meeting. The following teachers and students were recognized for their culinary arts talents.

#### **Cypress High School**

Eleni Karapoulios, Teacher  
Matthew Hunt  
Kayla Munden  
Ryan Ngo  
Pana John Ortega  
Ethan Walter

#### **Gilbert High School**

Jason Jassman, Teacher  
Quentin Brandon  
Eileen Garcia  
Pauline Grundy  
Kylee Hernandez  
Jesus Rodriguez  
Uriel Uribe  
Omar Xilonzochilt

#### **Katella High School**

Stacey Izabal, Teacher  
Puria Rahbarnia  
Taylor Rynsburger  
Oliver Zamora

#### **Kennedy High School**

Robyn Parratto, Teacher  
Dakota Lopez  
Eman Omer  
Mikayla Vongviseth

#### **Savanna High School**

Bob Moonswami, Teacher  
Alan Berrelleza  
Salome Fonua  
Randall Jung  
Seth Peralta

#### **Western High School**

Sarah Zepeda, Teacher  
Minelly Aguilar  
Erick Anaya  
Moses Franco  
Patrick Isidro  
Brayant Nuno  
Esmeralda Vargas

## 8. **REPORTS**

### 8.1 **Principals' Report**

Hilda Vasquez, Brookhurst High School principal, and Mike Pooley, Savanna High School principal, presented how Unlimited You opportunities are being created at their school sites.

8.2 This item was taken out of order and placed after item 5.3.

### 8.3 **Reports of Associations**

Grant Schuster, ASTA president, expressed his appreciation for the District's dual focus on students and larger scale problems, as well as reported on District events he took part in.

Sharon Yager, CSEA president, reported that CSEA has given \$11,000 in scholarships to employees and their families this year.

Corey Kretz, APGA co-president, thanked those members who took part in APGA negotiations and expressed she will continue to advocate for the District.

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

There was no report.

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

- 9.1 Deanna Miner, Oxford Academy teacher, thanked the Board and District staff for the music building at Oxford Academy, as well as expressed her appreciation that the District is actively supporting the arts.
- 9.2 Cheyenne Voorhies, Cypress High School student, spoke about her civic learning project, which was a proposal for a new track and field shed at Cypress High School.
- 9.3 Robert Walters, community member, congratulated the District on having shop classes available to students. Additionally, he asked the Board to oppose LGBT legislation.
- 9.4 Joy Park, Walnut Valley School District parent, expressed her concerns regarding Planned Parenthood at school sites.
- 9.5 Shonda E. Lobatos, community member, spoke regarding AB 329 and sensitivity training in relation to the health curriculum.
- 9.6 Arthur Schaper, director of Mass Resistance, relayed his support for the removal of Planned Parenthood at school sites and requested transparency with the health curriculum.

10. **PRESENTATIONS**

10.1 **District English Learner Advisory Committee (DELAC)**

Background Information:

In compliance with state regulations, DELAC shall advise the Board of Trustees on the programs and procedures related to the implementation of the English Learner Program. Parent input and needs are gathered and addressed by the English Learner Service staff at DELAC meetings. The DELAC executive committee shall advise the Board of Trustees on the needs of the English Learner students.

Current Consideration:

The DELAC executive committee, along with the English Learner and Multilingual Services staff, presented to the Board of Trustees on required tasks, which included the District's plan and goals for services, needs assessment, teacher and paraprofessional qualifications, annual languages census, procedures for reclassification, as well as written notifications.

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 received the information.



10.2 **Counselor on Special Assignment (COSA) End of the Year Update**

Background Information:

In February of 2018, a counselor on special assignment position was created to support school counselors. As the role is developing and has approached the one-year mark, it is necessary to continue to assess and refine the need to support school counselors.

Current Consideration:

Mary Jo Durkin, COSA, provided an update on current progress with school counselors.

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 received the information.

11. **ITEMS OF BUSINESS**

**RESOLUTIONS**

11.1 **Resolution No. 2018/19-B-21, Award Request for Proposals 2019-30 Learning Management System (LMS) Solution Districtwide**

Background Information:

On December 13, 2018, the Board of Trustees adopted Resolution No. 2018/19-B-15 to allow the District to use Public Contract Code (PCC) 20118.2 to utilize a request for proposal (RFP) process to select a new Learning Management System (LMS).

Current Consideration:

An extensive process was used to develop an RFP, including the solicitation of teacher, administrator, and staff input. The District received five responses for the first phase of the evaluation process, which was the paper screening, and three of the proposals were evaluated and moved to the final phase.

The final phase was comprised of a committee of key stakeholders including ten teachers and one technology staff member from seven school sites. The committee met to review and rate the three finalists for the solution that best meets the District's needs.

The committee participated in vendor presentations and later had access to review each LMS in either a production or sandbox environment. The criteria used to score each proposal included price (being the highest value), level of service and delivery, technical proposal, qualifications, past performance and background, gradebook, scheduling, interoperability and other software, functionality, future flexibility, scalability, as well as features being offered.

The bidder with the highest overall score recommended for award is Schoology, Inc. Although Schoology, Inc. was not the lowest price, the committee used the evaluation criteria as described above to determine the overall rankings. Public Contract Code (PCC) 20118.2 allows the District to consider key factors other than just price in determining the award due to the highly specialized requirement of the entire system. Staff is confident with its findings and recommendation that Schoology, Inc. has the overall best solution for the District based on the criteria established for the award.

The contract will be for two years with the option to renew annually for up to three additional years.

Budget Implication:

The first year annual cost will not exceed \$181,800, which includes implementation, training, and conversion of current data. The annual cost thereafter will not exceed \$133,800. Annual costs are based on actual student enrollment. (General Funds)

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2018/19-B-21. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Randle-Trejo, and O'Neal

Absent: Trustee Smith

11.2 **Resolution No. 2018/19-F-07, Approval of Notice of Exemption for the Western High School Parking Lot Improvement Project**

Background Information:

On July 10, 2014, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. The Western High School Parking Lot Improvement Project (Project) is one of the projects identified in the approved FMP.

The scope for the Project consists of (1) Reconstruction and reconfiguration of the existing parking lot to improve vehicular circulation and student drop-off areas; (2) Site improvements to address ADA path of travel issues; (3) Site improvements to address drainage issues; (4) Installation of security fencing/gates including masonry pillars; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Installation of conduit for future photovoltaic (solar) panels on parking carport sheds with lighting; and (8) Installation of surveillance cameras and exterior lighting.

Current Consideration:

The District is required, pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for both categorical and statutory exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a Notice of Exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for a period of 30 days.

The District has evaluated the Project and has determined that the Project is categorically and statutorily exempt from CEQA.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2018/19-F-07, approving the NOE for the Project and directed that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Randle-Trejo, and O'Neal  
Absent: Trustee Smith

11.3 **Resolution No. 2018/19-F-08, Approval of Notice of Exemption for the Ball Junior High School Site Improvement Project**

Background Information:

On July 10, 2014, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. The Ball Junior High School Site Improvement Project (Project) is one of the projects identified in the approved FMP.

The scope for the Project consists of (1) Reconstruction and reconfiguration of the existing front parking lot to improve vehicular circulation and student drop-off areas; (2) Site improvements to address ADA path of travel issues; (3) Site improvements to address drainage issues; (4) Installation of security fencing, gates including decorative panels; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Installation of a digital marquee; and (8) Installation of surveillance cameras and exterior lighting.

Current Consideration:

The District is required, pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for both categorical and statutory exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a Notice of Exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for a period of 30 days.

The District has evaluated the Project and has determined that the Project is categorically and statutorily exempt from CEQA.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2018/19-F-08, approving the NOE for the Project and directed that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Randle-Trejo, and O'Neal  
Absent: Trustee Smith

11.4 **Resolution No. 2018/19-F-09, Support of Applications for Eligibility Determination and Funding**

Background Information:

California school districts have the potential of realizing significant state funding contributions under the School Facility Program administered by the Office of Public School Construction (OPSC) and the State Allocation Board (SAB). The District has adopted a Facilities Master Plan, which includes projects funded with the proceeds of a General Obligation Bond. The District is interested in leveraging local bond funds by reviewing state

eligibility for modernization and new construction, as well as seeking funding under the School Facility Program.

Current Consideration:

Pursuant to Chapter 12.5, Part 10, Division 1 of the Education Code, the District intends to file applications for state eligibility determination and funding under the School Facility Program for projects that have received Division of the State Architect approval.

As a condition of processing applications for modernization, new construction, and facility hardship funding under the School Facility Program, the Board of Trustees is required to adopt a resolution in support of the following projects:

- Ball Junior High School Drop-off Improvements and Marquee Sign
- Loara High School Aquatic Center Renovation
- Western High School Parking Lot Improvements

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2018/19-F-09, in support of applications for eligibility determination and funding. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Randle-Trejo, and O'Neal

Absent: Trustee Smith

11.5 **Resolution No. 2018/19-HR-05, Classified School Employee Week, May 19-25, 2019**

Background Information:

Since 1986, California has taken the third week in May to honor the invaluable contributions of classified school employees. From the time students board a school bus to the time they head home at the end of the day, every aspect of their educational experience is impacted by a classified school employee.

The Board of Trustees recognizes that classified school employees play crucial roles in education. From transporting and feeding students to teaching them vital skills and ensuring that schools are operating smoothly, classified employees are integral to the District and public education.

Current Consideration:

Resolution No. 2018/19-HR-05 declares May 19, 2019, through May 25, 2019, Classified School Employee Week. Classified employees will be recognized for their valuable services to the schools and students of the Anaheim Union High School District.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2018/19-HR-05. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Randle-Trejo, and O'Neal  
Absent: Trustee Smith

11.6 **Resolution No. 2018/19-BOT-03, Call for Changes to California Charter Schools Act of 1992 and a Temporary Moratorium on Charter School Authorization**

Background Information:

The District is committed to the belief that public education is of fundamental importance to a free society and to the continuance of democratic values and individual liberty. On April 11, 2019, the Board of Trustees unanimously adopted Resolution No. 2018/19-BOT-02, Pledge for Democracy Through Our Public School, affirming the social contract binding our hopes for the future to the potential of young people to advance our shared prosperity, tranquility, as well as liberty, and resolving that publicly-elected officials conduct themselves in ways that protect, maintain, and enhance shared common goods among the American people, prioritizing the equity, excellence, public accountability, and transparency of public schools and their administration by officials elected by the people in order to strengthen civic engagement and participation in civil society.

As part of this commitment, the District recognizes its responsibility to ensure accountability to the public for the performance of the District and the schools it operates and oversees. The California Charter Schools Act vests the Board of Trustees with the authority to determine whether to authorize the establishment of charter schools to operate within the District's jurisdiction and under the Board's oversight. On March 10, 2016, the Board of Trustees unanimously adopted Resolution No. 2015/16-BOT-06, Requesting an Immediate Temporary Moratorium on Approval for Charter Schools, urging the Legislature of the State of California to enact a moratorium on charter schools until certain changes to the California Charter Schools Act of 1992 are passed and enacted.

Current Information:

On March 5, 2019, the Governor signed Senate Bill No. 126 (Leyva), requiring charter schools and entities managing charter schools to comply with transparency requirements, including the Ralph M. Brown Act, the California Public Records Act, Government Code Section 1090, and the Political Reform Act of 1974, as well as specifying the location where a charter school governing body and governing body of an entity managing a charter school may hold meetings. Currently pending before the Legislature three additional bills:

- Assembly Bill No. 1505 (O'Donnell) would make changes to the process for charter school authorization, appeals, and renewal, including, among other important changes, increasing the authority of local school district governing boards to choose which charter schools are approved in their communities and to consider the fiscal impact of charter schools on the current students in the local school district.
- Assembly Bill No. 1506 (McCarty) would establish a statewide and local cap on the number of charter schools allowed to operate in California.
- Assembly Bill No. 1507 (Smith) would eliminate the authorization for a charter school to locate outside the boundaries of its authorizer in specified instances.

The Board of Trustees was requested to adopt Resolution No. 2018/19-BOT-03 to renew its call for the Legislature to make changes to existing charter law, to confirm its support for the passage and enactment of these bills, and to once again urge the enactment of a moratorium on charter schools until such changes have been passed and enacted.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2018/19-BOT-03. The roll call vote follows.

Ayes: Trustees Jabbar, Piercy, Randle-Trejo, and O'Neal

Absent: Trustee Smith

## **BUSINESS SERVICES**

### 11.7 **Agreement, Lozano Smith, LLP**

Background Information:

The District, at times, requires the services of outside legal services to provide information, clarification, and training for staff. The District utilizes Orange County Department of Education counsel as much as possible for legal services, but sometimes there are requirements that are outside the scope of the services and expertise they provide to the District. In these circumstances, outside counsel is recommended and utilized.

Current Consideration:

The District would like to engage the services of the legal firm Lozano Smith, LLP to provide legal services, including consultation, as well as presentations to staff as requested by the District. Services will be provided from May 8, 2019, through June 30, 2021, for legal services.

Budget Implication:

Services will be provided at a cost not to exceed \$10,000 per year. (General Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, by those present, the Board of Trustees approved the agreement.

## **EDUCATIONAL SERVICES**

### 11.8 **Revised Board Policy 6317.15 (3513.3), Tobacco-Free School and Workplace, First Reading**

Background Information:

In 2014, for the first time ever, teen use of e-cigarettes surpassed the use of traditional cigarettes. Electronic smoking devices (ESDs) or electronic nicotine delivering systems (ENDS), also known as e-cigarettes, hookahs, mods, and/or vape pens are a technology-chic version of the traditional cigarette. The District has several policies that prohibit tobacco possession and use on and in District facilities and at school sponsored events. This includes school buildings and grounds, District vehicles, personal vehicles used to transport students, and sites leased or rented by the District for school sponsored events.

Current Consideration:

To comply with the Tobacco Use and Prevention Education (TUPE) grant, it is necessary to update policies surrounding tobacco and define types of tobacco products in Board Policy 6317.15, Tobacco-Free School and Workplace. The updates define "smoking" and "tobacco

products" in the District's Board Policy language. The language also includes the definition of smoking and adds ESDs and ENDS to Policy 6317.15 Tobacco-Free School and Workplace.

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 of Trustees reviewed the first reading of revised Board Policy 6317.15 (3513.3).

11.9 **Agreement, Orange County Department of Education (OCDE)**

Background Information:

The Community Interpreter training is a comprehensive, 40-hour certificate program. It is an interactive, skills-based program. The sessions include an overview of community interpreting today, protocols and skills, memory skills, note taking, strategic mediation, professional identity, Individualized Education Plan (IEP) terminology, as well as managing the role as an interpreter. The Orange County Department of Education (OCDE) offers training on what interpreters need to know to work as a professional interpreter.

Current Consideration:

OCDE will provide training to District translators/interpreters. Services are being provided April 1, 2019, through May 31, 2019.

Budget Implication:

Total cost for services is not to exceed \$9,000. (Title III Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, by those present, the Board of Trustees ratified the agreement.

11.10 This item was pulled prior to the adoption of the agenda.

11.11 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

The following schools submitted school-sponsored student organization applications:

- 11.11.1 Taekwondo Club, Cypress High School
- 11.11.2 Protecting Animal Welfare Society (PAWS), Kennedy High School
- 11.11.3 Students United Club, Kennedy High School
- 11.11.4 Technology Student Association, Kennedy High School
- 11.11.5 Pep Club, Dale Junior High School
- 11.11.6 Gay Straight Alliance, Lexington Junior High School
- 11.11.7 Civics Core Club, Walker Junior High School

Budget Implication:

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

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, by those present, the Board of Trustees approved the school-sponsored organization applications, as amended prior to the adoption of the agenda.

## **HUMAN RESOURCES**

### **11.12 Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA**

Background Information:

The Board of Trustees was requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association (CSEA) 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 92801.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

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 O'Neal opened the public hearing at 8:27 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 8:27 p.m.

### **11.13 Adoption of the 2018-19 Collective Bargaining Agreement with CSEA**

Background Information:

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

Current Consideration:

The tentative agreement includes a 1.75 percent increase on the salary schedule retroactive to July 1, 2018, and an increase to the District's maximum contribution to the benefits cap for medical insurance for 2019. The agreements also include other contract language changes.



Budget Implication:

The increase for the 1.75 percent salary will impact the budget with an additional estimated expense of \$762,856 per year. (General Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, by those present, the Board of Trustees adopted the 2018-19 collective bargaining agreement with CSEA, as amended prior to the adoption of the agenda.

11.14 **2017-18 Classified Employee Salary Schedule, California School Employees Association (CSEA)**

Background Information:

The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally approve classified salary schedules, along with any subsequent additions, corrections, or modifications made to the schedules. Additional modifications continue to be necessary to accurately represent necessary updates and corrections on the schedules.

Current Consideration:

Adopt modifications to the CSEA classified salary schedule. The proposed modifications include corrected longevity stipend amounts retroactive to July 1, 2017.

Budget Implication:

The total cost is not to exceed \$3,742. (General Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, by those present, the Board of Trustees adopted the 2017-18 salary schedule for CSEA, as amended prior to the adoption of the agenda.

11.15 **Public Hearing, Disclosure of Collective Bargaining Agreement with MMA**

Background Information:

The Board of Trustees was requested to hold a public hearing on the collective bargaining agreement with the Mid-Managers Association (MMA) 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 92801.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

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 O'Neal opened the public hearing at 8:28 p.m.  
There were no requests to speak.

President O'Neal closed the public hearing at 8:28 p.m.

11.16 **Adoption of the 2018-19 Collective Bargaining Agreement with MMA**

Background Information:

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

Current Consideration:

The tentative agreement includes a 1.75 percent increase on the salary schedule retroactive to July 1, 2018, and an increase to the District's maximum contribution to the benefits cap for medical insurance for 2019.

Budget Implication:

The increase for the 1.75 percent salary will impact the budget with an additional estimated expense of \$32,300 per year. (General Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, by those present, the Board of Trustees adopted the 2018-19 collective bargaining agreement with MMA.

11.17 **Certificated Administrators, Classified Management, and Classified Confidential Parental Leave**

Background Information:

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

Current Consideration:

Due to the agreements with the Anaheim Secondary Teachers Association (ASTA) to grant, upon request, pregnant unit members paid maternity leave for up to six weeks after the birth of a child, unrepresented pregnant employees shall also receive, upon request, up to six weeks of paid maternity leave after the birth of a child. This change is effective March 20, 2019.

Budget Implication:

Paid maternity leave benefits for unrepresented members will impact the budget with an additional estimated expense of \$387,000. (General Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, by those present, the Board of Trustees ratified the paid maternity leave for administrators, classified management, and confidential employees.

11.18 **2017-18 Classified Employee Salary Schedule, Mid-Managers Association (MMA)**

Background Information:

The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally approve classified salary schedules, along with any subsequent additions, corrections, or modifications made to the schedules. Additional modifications continue to be necessary to accurately represent necessary updates and corrections on the schedules.

Current Consideration:

Adopt modifications to the MMA classified salary schedule. The proposed modifications include corrected longevity stipend amounts retroactive to July 1, 2017.

Budget Implication:

The total cost is not to exceed \$527. (General Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, by those present, the Board of Trustees adopted the 2017-18 salary schedule for MMA as submitted.

11.19 **Amended 2019-20 Student/Teacher Calendar**

Background Information:

The Student/Teacher Calendar is an instructional calendar that is negotiated between the District and the Anaheim Secondary Teacher's Association (ASTA). The District and ASTA engaged in negotiations and reached a tentative agreement for Student/Teacher Calendars for the 2019-20 school year.

Current Consideration:

On January 18, 2018, the Board of Trustees approved the 2019-20 Student/Teacher Calendar, which specify all teacher start/end dates, student start/end dates, vacation periods, and holidays. Additionally, the calendars dates for staff development days/non-student days, quarters, semesters, and deadlines for progress reports and grades. This amended calendar corrects the start date of the fourth quarter to March 9, 2020.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, by those present, the Board of Trustees adopted the amended 2019-20 Student/Teacher Calendar.

11.20 **Memorandum of Understanding (MOU) between Anaheim Union High School District and the Anaheim Secondary Teachers Association (ASTA), 2020-21 Student/Teacher Calendar**

Background Information:

The Student/Teacher Calendar is an instructional calendar that is negotiated between the District and ASTA. The District and ASTA engaged in negotiations and reached a tentative agreement for Student/Teacher Calendar for the 2020-21 year.

Current Consideration:

The 2020-21 Student/Teacher Calendar maintains a similar pattern as the calendar of the current year and the previous two years. The first student day for the 2020-21 year will be August 12, 2020. There will be 180 instructional days and 185 teacher work days. Additionally, federal legal holidays and District holidays are designated.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, by those present, the Board of Trustees approved the MOU.

## **SUPERINTENDENT'S OFFICE**

### **11.21 *Employment Agreement and Compensation for Superintendent***

Background Information:

On June 14, 2018, the Board of Trustees approved an addendum to the employment agreement for the Superintendent. The Superintendent's employment agreement indicates that the Board of Trustees may annually review the salary and, with consent of the Board of Trustees, may increase the salary at any time during the agreement.

Current Consideration:

On March 5, 2019, the Board approved an agreement with the Anaheim Secondary Teachers Association that provided a 1.75 percent salary increase retroactive to July 1, 2018. On April 11, 2019, the Board approved a 1.75 percent salary increase retroactive to July 1, 2018, for the Anaheim Leadership Team Association, which comprises the District's management personnel, excluding the Superintendent and upper-level management employees. The Superintendent's employment agreement indicates that the Board may annually review the salary and, with consent of the Board, may increase the salary at any time during the agreement.

Budget Implication:

There is not a known budget impact at this time.

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, by those present, the Board of Trustees discussed the Superintendent's employment agreement and compensation.

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, by those present, the Board of Trustees approved the Superintendent's employment agreement with a 1.75 percent salary increase retroactive to July 1, 2018, as well as extended his term to 2023. The Superintendent's salary retroactive to July 1, 2018 is \$267,196.

### **11.22 *Employment Agreements and Compensation for Assistant Superintendents, Chief Academic Officer, and District Counsel***

Background Information:

Employment agreements are required for unrepresented upper-level management employees. On June 14, 2018, the Board of Trustees approved the amendments to employment agreements with the Assistant Superintendent of Educational Services,

Assistant Superintendent of Human Resources, Assistant Superintendent of Business Services, and Chief Academic Officer. On October 11, 2018, the Board of Trustees approved the employment agreement with District Counsel.

Current Considerations:

On March 5, 2019, the Board approved an agreement with the Anaheim Secondary Teachers Association that provided a 1.75 percent salary increase retroactive to July 1, 2018. On April 11, 2019, the Board approved a 1.75 percent salary increase retroactive to July 1, 2018, for the Anaheim Leadership Team Association, which comprises the District's management personnel, excluding the Superintendent and upper-level management employees. The employment agreements with the Assistant Superintendent of Educational Services, Assistant Superintendent of Human Resources, Assistant Superintendent of Business Services, Chief Academic Officer, and District Counsel indicate that the Board may annually review the salary and, with consent of the Board, may increase the salary at any time during the agreement.

Budget Implication:

There is not a known budget impact at this time.

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, by those present, the Board of Trustees discussed the employment agreements and compensation for the following upper-level management employees:

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

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, by those present, the Board of Trustees (1) approved the employment agreements for the Assistant Superintendent, Education Services; Assistant Superintendent, Human Resources; Assistant Superintendent, Business Services; and Chief Academic Officer with a 1.75 percent salary increase retroactive to July 1, 2018, as well as extended each term to 2023; and (2) equalized the salary for the District Counsel to match those of the assistant superintendents and chief academic counsel effective July 1, 2019, equalized vacation time and vacation carry-over for the District Counsel to match those of the assistant superintendents and chief academic counsel effective July 1, 2019, as well as extended his term to 2023.

The retroactive salaries beginning on July 1, 2018 for Jaron Fried, Ed.D., Assistant Superintendent, Educational Services; Brad Jackson, Assistant Superintendent, Human Resources; Jennifer Root, Ed.D., Assistant Superintendent, Business Services; and Manuel Colón, Chief Academic Officer will be \$208,034. The District Counsel's salary beginning on July 1, 2019 will be \$208,034.

## 12. **CONSENT CALENDAR**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, by those present, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.3, Bid No. 2019-33, pulled by Trustee Jabbar, as well as 12.7 and 12.8 pulled by Trustee O'Neal.

**BUSINESS SERVICES**

**12.1 Agreement Amendment, Environmental Network Corporation (ENCORP)**

Background Information:

The District requires EPA/AHERA inspections and reports, as well as hazardous material abatement consulting and inspection services at all District sites. Over the past years, Environmental Network Corporation (ENCORP) has been providing the District with these services, mainly for the District’s Maintenance and Facilities renovation projects, and for the updating of associated historical data.

Current Consideration:

The District has an interest in continuing to utilize the services provided by ENCORP. An Amendment to the Agreement will continue the services through April 14, 2020. ENCORP provides high quality service and value with their expertise, as well as experience working with the District.

Budget Implication:

The amendment to the current agreement will be for a total cost not to exceed \$220,000 for required EPA/AHERA inspections and reports, as well as \$550,000 for hazardous material abatement and consulting services for the upcoming Measure H projects, and other work associated with the Maintenance and Facilities departments. (Maintenance Funds, Routine Restricted Maintenance Funds, Measure H Funds, Facilities Funds, and/or other funds as appropriate)

Action:

The Board of Trustees approved the amendment to the agreement with ENCORP.

**12.2 Notice of Completion**

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

Bid #2018-14, Districtwide	P.O. #M64A0064
Roof Maintenance (Maintenance Funds)	
aCabral Roofing Group	
Original Contract	\$586,131.29
Contract Changes	\$0
Total Amount Paid	\$586,131.29

Action:

The Board of Trustees authorized the assistant superintendent, Business to accept all listed work as complete and authorized the filing of the notice of completion with the Office of the County Recorder.

**12.3 Award of Bids**

The Board of Trustees was requested to award the following bids:

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2019-33	Anaheim High School Security Fencing	Wolverine Fence Company, Inc.	\$239,000

	(Measure H Funds and other funds as appropriate)		
2019-35	Western High School Parking Lot Improvements (Measure H Funds and other funds as appropriate)	Fast-Track Construction Corp.	\$2,580,000
2019-36	Ball Junior High School Site Improvements (Measure H Funds and other funds as appropriate)	J.L. Cobb	\$1,207,186
2019-37	Districtwide Classroom Repairs-Painting (Maintenance Funds)	GDL Best Contractors, Inc.	\$71,500
2019-38	Districtwide Classroom Repairs-Abatement (Maintenance Funds)	Environmental Remediation Contractors, Inc. (ERC)	\$89,300
2019-39	Districtwide Classroom Repairs–Polished Concrete (Maintenance Funds)	GDL Best Contractors, Inc.	\$89,000
2019-40	Districtwide Prop 39 Multi-Site Pool Pump VFD Installation (Prop 39 Funds and other funds as appropriate)	Horizon Mechanical Contractors of California	\$149,087

Action:

On the motion of Trustee Randle-Trejo and duly seconded, following a lengthy discussion, the Board of Trustees awarded the bids as listed with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Randle-Trejo, and O’Neal  
Absent: Trustee Smith

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 et al.

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

Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as

surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

12.6 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees ratified items 12.7 and 12.8 with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, and Randle-Trejo

Abstain: Trustee O'Neal

Absent: Trustee Smith

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

Action:

The Board of Trustees ratified the reports April 2, 2019, through April 25, 2019.

12.8 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report April 2, 2019, through April 25, 2019.

12.9 **SUPPLEMENTAL INFORMATION**

12.9.1 ASB Fund, March 2019

12.9.2 Cafeteria Fund, February 2019

12.9.3 Enrollment, Month 9

**EDUCATIONAL SERVICES**

12.10 **Educational Consulting Agreement, Mikva Challenge Grant Foundation, Inc.**

Background Information:

Mikva Challenge Grant Foundation is a nonpartisan 501(c)(3) organization, founded in 1997 as a tribute to former White House Counsel, Judge, and U.S. Congressman Abner Mikva and his wife Zoe, a lifelong education activist. Mikva Challenge develops the next generation of civic leaders, activists, and policy-makers by providing young people with opportunities to actively participate in the political process. Mikva Challenge was founded on the simple premise that youth voice and participation matter and that our civic, as well as political life will be stronger when youth participate and help shape their own future.

Current Consideration:

Mikva Challenge will provide the District with curricula, professional development, and technical assistance, as well as coordination and facilitation for showcases of student voice and civic action projects. Additionally, they will provide school site licenses for all District schools and coordination of community partners involved in the Action Civics Initiative. Services will be provided June 1, 2019, through May 30, 2020.



Budget Implication:

The costs for services are not to exceed \$15,000. (LCFF Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

12.11 **WELNET Service Agreement, Focused Fitness, LLC**

Background Information:

Focused Fitness provided training to the District physical education (P.E.) teachers during the three years of the Physical Education Program (PEP) grant from 2008 through 2011. During this time, Focused Fitness worked with the P.E. teachers in developing quality physical education lessons and a Districtwide curriculum guide. Since the PEP grant, the District has also maintained Focused Fitness' online WELNET software system to support the required State physical fitness testing and has continued to provide professional development for the PE/Health Department consolidation and curriculum alignment.

Current Consideration:

The WELNET online assessment tool records and analyzes individual student physical fitness testing results. To continue the recording and analysis of student physical fitness data, a renewal of the WELNET Service Agreement is needed. The renewal will provide services July 1, 2019, and will remain in effect for three years after the effective date.

Budget Implication:

The total cost is not to exceed \$1,500. (LCFF Funds)

Action:

The Board of Trustees approved the service agreement.

12.12 **Agreement, Capturing Kids' Hearts, The Flippen Group**

Background Information:

Founded in 1990 by educator, psychotherapist, and New York Times® best-selling author, Flip Flippen, The Flippen Group has become one of the fastest growing professional development organizations in the world. They combine their passion for people with scientific research to build teams and individuals into models of achievement. Their research-based tools and processes combined with expert coaching and training have brought transformation to many of the most respected school districts, Fortune 500 companies, governments, sports teams, and non-profit corporations in the world. Their mission: Building relationships and processes that bring out the best in people.

Current Consideration:

The Flippen Group will provide five Capturing Kids' Hearts sessions to District school sites. Services will be provided for up to 50 staff members in each session. The sessions will be scheduled in the summer and fall of 2019. The agreement will be signed following Board approval.

Budget Implication:

The total cost for the five sessions is not to exceed \$127,000. (LCFF Funds)

Action:

The Board of Trustees approved the agreement.

12.13 **Institutional Membership, College Board**

Action:

The Board of Trustees ratified the membership with College Board for 2018-19 year, at an amount not to exceed \$400. (General Funds)

12.14 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for English Language Development, history and social science, mathematics, and world language courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

12.15 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in dual enrollment, English Language Development, and mathematics. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, May 8, 2019, through June 13, 2019.

Action:

The Board of Trustees approved the display.

12.16 **Individual Service Contracts**

Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

12.17 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

**HUMAN RESOURCES**

12.18 **Agreement Addendum, University of Southern California**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had a student teaching agreement in place with the University of Southern California since 2011.

Current Consideration:

This is an addendum to the current agreement already in place with the University of Southern California Rossier School of Education. The current agreement expires on June 30, 2020. University students will meet with school site supervisors. Additionally, professional attire, development, and conduct will be reviewed. This agreement will be in effect June 14, 2018, through June 30, 2020. The addendum will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the addendum.

12.19 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

12.20 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

**SUPERINTENDENT'S OFFICE**

12.21 **Conferences and/or Meetings**

It was recommended that the Board of Trustees approve the attendance to the following conference by Trustees Jabbar and Randle-Trejo with payment of necessary expenses (travel, hotel, parking, taxi, etc.)

California School Boards Association (CSBA) Delegate Assembly meeting, May 17-19, 2019, Sacramento, CA, at a cost not to exceed \$3,000. (General Funds)

Action:

The Board of Trustees approved the attendance of Trustees Jabbar and Randle-Trejo to attend the conference with payment of necessary expenses.

13. **SUPERINTENDENT AND STAFF REPORT**

Mr. Colón reported that STEAM-A-Palooza was a great success and thanked everyone who was involved in putting the event together.

Dr. Fried spoke about upcoming events on May 13, which included the ACSA Administrator of the Year Dinner, Classified Employee of the Year Dinner, and Scholar Athlete of the Year.

14. **BOARD OF TRUSTEES' REPORT**

Trustee Jabbar indicated he attended the "Legacy" Dance Concert, Dual Language Program meeting, Parent Leadership Academy Graduation, OC Health Care Agency meeting, Dale Junior High School Groundbreaking Ceremony, Love Anaheim Beautification Project at Ball Junior High School, and congratulated Anaheim High School softball team on their win.

Trustee Piercy said she attended the "Legacy" Dance Concert, Student Discipline Taskforce meeting, City of Buena Park Liaison meeting, Student Ambassador interviews, Lexington Junior High School Open House, AUHSD Health Fair, STEAM-a-Palooza, Anaheim Public Library Book Giveaway, Junior High School Discipline Summit, Peer Court at Lexington Junior High School, and the Hope Choir Spring Concert.

Trustee Randle-Trejo reported that she attended the Dale Junior High School Groundbreaking Ceremony, AUHSD Film Academy Festival, STEAM-a-Palooza, WE Day, WASC meeting, Community Outreach meeting at Anaheim High School, CSUF Pledge Ceremony, AUHSD Health Fair, Mental Health Workshop, "Legacy" Dance Concert, Proactive Threat Assessment Training at Loara High School, Voter Education Assembly at Katella High School, Hope School Prom, OCDE/AUHSD Educational Convening, and Loara High School Open House.

Trustee O'Neal stated he attended the Sister City Commission meeting, Lexington Junior High School Open House, La Palma State of the City Address, STEAM-a-Palooza, Dale Junior High School Groundbreaking Ceremony, and Kennedy High School Choir Show.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, June 13, 2019, at 6:00 p.m.

Thursday, June 20  
Thursday, July 11  
Thursday, August 15  
Thursday, September 12

Thursday, October 10  
Tuesday, November 5  
Thursday, December 12

15.2 **Suggested Agenda Items**

Trustee Piercy requested that a substitute pay discussion item be placed on a future agenda.

16. **ADJOURNMENT**

On the motion of Trustee Jabbar, duly seconded and unanimously carried, by those present, the Board of Trustees adjourned the meeting at 9:43 p.m., in memory of the victims of the Sri Lanka Easter bombings.

Approved \_\_\_\_\_  
Clerk, Board of Trustees

*K. Randle-Trejo*