

**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: October 6, 2023

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  
Jessica Guerrero, P.O. Box 3520, Anaheim, CA 92803-3520

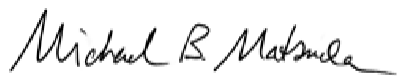
Orange County Register, 1771 S. Lewis, Anaheim, CA 92805  
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805  
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626  
Event News, 9559 Valley View Street, Cypress, CA 90630

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

Thursday the 12<sup>th</sup> day of October 2023

Individuals requesting interpretation should contact the executive assistant to the  
superintendent at [morales\\_p@auhsd.us](mailto:morales_p@auhsd.us) by 5:00 p.m. on Tuesday, October 10, 2023,  
to allow reasonable arrangement to ensure interpretation services.

**Closed Session-3:15p.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)

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## BOARD OF TRUSTEES

### Agenda

Thursday, October 12, 2023

Closed Session-3:15 p.m.

Regular Meeting-6:00 p.m.

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As a courtesy to the community, members of the public may observe the meeting by livestream on the District's YouTube channel at <https://bit.ly/2KEiCDA>.

Individuals requesting interpretation should contact the executive assistant to the superintendent at [morales\\_p@auhsd.us](mailto:morales_p@auhsd.us) by 5:00 p.m. on Tuesday, October 10, 2023, to allow reasonable arrangement to ensure interpretation services.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These materials are also posted with the meeting agenda on the District website, [www.auhsd.us](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 [morales\\_p@auhsd.us](mailto:morales_p@auhsd.us) by 5:00 p.m. on Tuesday, October 10, 2023, to allow for reasonable arrangements to ensure accessibility to the meeting.*

*We respectfully acknowledge that the Anaheim Union High School District is located on the ancestral land of the Gabrielino/Tongva people. We gratefully acknowledge those on whose ancestral homelands we gather, as well as the diverse and vibrant Native communities who make their home here today.*

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

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of three minutes; each topic is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

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

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

- 4.1 To consider matters pursuant to Government Code Section 54956.9(d)(1) and (d)(4): Conference with legal counsel, existing and anticipated litigation (Orange County Superior Court Case No. 30-2023-01321820-CU-PO-CJC).



- 4.2 To consider matters pursuant to Government Code Sections 54956.9(d)(2): Conference with legal counsel, anticipated litigation (settlement with insurance carrier related to Orange County Superior Court Case Nos. 30-2021-01238180-CU-PO-CJC and 30-2020-01148065-CU-PO-CJC).
- 4.3 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation regarding one matter (Orange County Superior Court Case No. 30-2020-01126712-CU-MT-CXC/JCCP No. 5052).
- 4.4 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2023070543).
- 4.5 To consider matters pursuant to Government Code Section 54956.9(d)(2): Conference with legal counsel, anticipated litigation (confidential special education matter).
- 4.6 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Nien, 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), Mid-Managers Association (MMA), and Anaheim Military Instructors Union (AMIU).
- 4.7 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.8 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–assistant principal(s).
- 4.9 To consider matters pursuant to Education Code Section 48912: Appeal of suspension of student SA23-01. **[CONFIDENTIAL]**
- 4.10 To consider matters pursuant to Education Code Section 48918: Expulsion of student(s): 22-43; 22-45; 23-01; and 23-02. **[CONFIDENTIAL]**

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

### 5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

### 5.2 **Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Daniella Ruiz 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. REPORTS

## INFORMATION ITEMS

### 6.1 **Student Representative's Report**

Daniella Ruiz, student representative to the Board of Trustees, will report on student activities throughout the District.

### 6.2 **Student Speakers**

Any Anaheim Union High School District student in the audience who wishes to speak to the Board of Trustees may do so at this time. Students wishing to address the Board of Trustees should complete a student 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. Students wishing to speak at this time are limited to three minutes. Board members cannot immediately respond to student comments, as stated on the speaker request form. Students may also choose to speak during the Public Comment section of the agenda instead of at this time; however, they may only speak once per topic during the meeting.

### 6.3 **Reports of Associations**

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

### 6.4 **Parent Teacher Student Association (PTSA) Report**

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

## 7. PRESENTATIONS

## INFORMATION ITEMS

### 7.1 **Anaheim Anti-Vaping Endeavor (Anaheim AVE)**

#### Background Information:

The University of California, Irvine (UC Regents), the fiscal and administrative agent, the Orange County Asian and Pacific Islander Community Alliance, Inc. (OCAPICA), and California State University Fullerton (CSUF) built a community-academic partnership with the District, specifically the District's Tobacco Use Prevention Education (TUPE) grant-funded program. This Tobacco Related Disease Research Program's (TRDRP) grant goal was to establish a student-led research collaborative for e-cigarette prevention among multicultural youth.

#### Current Consideration:

The Anaheim AVE program will present to Board of Trustees an update on the impact with District schools and students.

#### Budget Implication:

There is no impact on the budget.

#### Staff Recommendation:

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

## 7.2 **Work Experience Opportunity, Californians for All**

### Background Information:

In Summer 2023, the District collaborated with the City of Anaheim to utilize grant funding from the Californian's For All Youth Jobs Corp program to employ 53 students for three District programs: Magnolia Agriscience Community Center (MACC), Community School Pantries, and Google Certificates for Parents. The purpose of the California's For All Youth Jobs Corp is to provide opportunities to the youth to gain critical job skills while making a positive, lasting impact in their communities, and enhance the capacity of the community to address challenges in three key areas: climate change, food insecurity, and economic impact of COVID-19.

While earning a grant funded hourly wage, the students gained technical skills related to agricultural engineering, business and entrepreneurial skills, as well as community canvassing by working on projects such as creating an app to find local and fresh produce in Anaheim, developing physical food pantries on school campus, and creating Google Certificate modules to support parents in completing the Project Management certificate.

### Current Consideration:

District staff and a student will present on the outcomes of the work experience opportunity and how we will continue to sustain the work through the Community Schools Model.

### Budget Implication:

There is no impact to the budget.

### Staff Recommendation:

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

## 8. **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 three 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.

## 9. **ITEMS OF BUSINESS**

### **EDUCATIONAL SERVICES**

#### 9.1 **School-Sponsored Student Organizations**

#### ***ACTION ITEM***

### Background Information:

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

### Current Consideration:

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

- 9.1.1 ASB Girls Flag Football, Cypress High School [EXHIBIT B]
- 9.1.2 ID8, Cypress High School [EXHIBIT C]
- 9.1.3 Society for Animals (SFA), Cypress High School [EXHIBIT D]
- 9.1.4 Animal Activist Association (AAA) Club, Magnolia High School [EXHIBIT E]
- 9.1.5 Magnolia High School Baking Club, Magnolia High School [EXHIBIT F]
- 9.1.6 Black Student Union, Oxford Academy [EXHIBIT G]
- 9.1.7 OA Film Society, Oxford Academy [EXHIBIT H]
- 9.1.8 Oxford Academy Video Game Development, Oxford Academy [EXHIBIT I]
- 9.1.9 Card Club, Orangeview Junior High School [EXHIBIT J]
- 9.1.10 C.R.O.W.N., Orangeview Junior High School [EXHIBIT K]
- 9.1.11 Young Leaders Club, Orangeview Junior High School [EXHIBIT L]

Budget Implication:

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

Staff Recommendation:

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

## RESOLUTIONS

- |     |  |                    |
|-----|--|--------------------|
| 9.2 | <p><b><u>Resolution No. 2023/24-B-05, Request for Proposals for E-Rate Year 27 Data Communications Equipment, Cybersecurity, Software, and Other Related Electronic Equipment, Apparatus, and Services</u></b><br/> <b><u>(Roll Call Vote)</u></b></p> | <b>ACTION ITEM</b> |
|-----|--|--------------------|

Background Information:

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

Current Consideration:

Approval of this item will enable the District to proceed with competitive request for proposals, under Public Contract Code (PCC) 20118.2 for telecommunications and data services; cybersecurity services; data cabling/cabling services; wireless equipment and services; switching equipment and services; infrastructure equipment and services (collectively, "Telecommunications Equipment and Related Services"). 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, data, 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. 2023/24-B-05, by a roll call vote. **[EXHIBIT M]**

9.3 **Resolution No. 2023/24-E-09, Great American Smokeout/Escape the Vape Day 2023 (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Great American Smokeout/Escape the Vape Day will be celebrated in every community, every year in America on the third Thursday of November. Tobacco, tobacco products, as well as nicotine use/abuse continues to be an epidemic, particularly with new and emerging trends/products such as e-cigarettes. It is imperative that a united effort of community members launch visible tobacco, tobacco products, and nicotine prevention efforts to reduce the demand for tobacco.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2023/24-E-09 for the Great American Smokeout/Escape the Vape Day 2023. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts the District makes to support their commitment to tobacco-free and healthy lifestyles.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2023/24-E-09, the Great American Smokeout/Escape the Vape Day 2023, by a roll call vote. **[EXHIBIT N]**

**BUSINESS SERVICES**

9.4 **New Board Policy 91105 (6163.2), Animals on Campus, Third Reading** **ACTION/INFORMATION ITEM**

Background Information:

Currently, the District does not have a policy that speaks to, or regulates, animals on District property.

Current Consideration:

The proposed policy is based on the California School Boards Association's (CSBA) policy on Animals on Campus, 6163.2.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and/or approve Board Policy 91105 (6163.2). **[EXHIBIT O]**

9.5 **Agreement, Fifth Asset, Inc. dba DebtBook**

**ACTION ITEM**

Background Information:

Established in 1984, the Governmental Accounting Standards Board (GASB) is the independent, private-sector organization that establishes accounting and financial reporting standards for U.S. state and local governments that follow Generally Accepted Accounting Principles (GAAP). GASB periodically updates and issues guidance for government agencies. GASB 96, released for the 2022-23 fiscal year, provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments).

Fifth Asset, Inc. dba DebtBook provides government agencies with cloud-based management software to ensure compliance with GASB 96 implementation.

Current Consideration:

District will utilize the technical accounting expertise of DebtBook to implement GASB 96. Services are being provided September 18, 2023, through September 17, 2024.

Budget Implication:

Total cost for these services is not to exceed \$15,000. (General Fund)

Staff Recommendation:

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

9.6 **Agreement, Transportation, Fairmont Schools**

**ACTION ITEM**

Background Information:

The Board of Trustees has in past years approved the agreements to provide transportation services to the Greater Anaheim SELPA, Servite High School, Zion Lutheran Church, and Vibrant Minds Charter School (formerly GOALS Academy).

Current Consideration:

It is in the best interest of the District to provide transportation services to Fairmont Schools, a nonprofit organization. The District will provide services for their field trip needs. Services are being provided October 1, 2023, through June 30, 2024.

Budget Implication:

The transportation agreement provides 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 ratify the agreement. **[EXHIBIT Q]**

**EDUCATIONAL SERVICES**

9.7 **Membership, Orange County Hispanic Chamber of Commerce**

**ACTION ITEM**

Background Information:

The Orange County Hispanic Chamber of Commerce (OCHCC) represents the interests of and provides access to Orange County's 30,000 Hispanic-owned businesses. They support the development of these businesses by providing opportunities for networking, legislative advocacy, access to capital, as well as education and training programs.

Current Consideration:

OCHCC organizational membership would benefit the District by providing access to networking opportunities to develop community partnerships, business partnerships for the AIME program, access to the OC Hispanic Youth Chamber for District students, and scholarship opportunities.

Budget Implication:

The cost of the organizational membership for the 2023-24 year is \$750. (AIME Funds)

Staff Recommendation:

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

9.8 **Agreement, Fullerton College, Learning-Aligned Employment Program** ***ACTION ITEM***

Background Information:

The Learning-Aligned Employment Program (LAEP) offers eligible students at participating California public colleges and universities the opportunity to earn money to help defray their educational costs while gaining education-aligned, career-related employment.

Current Consideration:

The District would like to enter into an LAEP agreement in order to employ students from Fullerton College.

Budget Implication:

There is no impact to the budget. Wages paid to employees under this agreement will be reimbursed by Fullerton College. Services are being provided September 1, 2023, through June 30, 2024.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the LAEP employer agreement.

**[EXHIBIT R]**

9.9 **Agreement, CSUF College of Business and Economics Student Consulting Program** ***ACTION ITEM***

Background Information:

The purpose entering into an agreement with CSUF's College of Business and Economics Student Consulting Program is to receive services that will support the District in assessing, evaluating, as well as making a recommendation on a marketing strategy and providing strategic direction with the consolidation of Orangeview Junior High School and Western High School.

Current Consideration:

The District would like to enter into an agreement with CSUF's College of Business and Economics Student Consulting Program in order to receive their services with building a marketing strategy for the Orangeview Junior High School and Western High School consolidation. Services will be provided October 12, 2023, through December 9, 2023. Due to the university's policy on signing agreements, this agreement will be signed by the university after Board approval.

Budget Implication:

The total cost for services will be \$2,995. (General Fund)

Staff Recommendation:

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

9.10 **Memorandum of Understanding (MOU), Savanna Elementary School District (SAVSD)** **ACTION ITEM**

Background Information:

The District receives students from the Savanna Elementary School District (SAVSD) annually. There is presently a process in place to transfer student data from elementary districts to the District. Elementary districts either submit data directly or, for hosted districts, request Aeries to provide the data to the District.

Current Consideration:

This MOU creates a data sharing agreement that provides the District personally identifiable data to facilitate the onboarding of incoming 7<sup>th</sup> graders from SAVSD. The MOU also provides the ability for the District and SAVSD to collaborate on sibling matching.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

9.11 **Agreement, Natis House dba Neutral Ground, Inc.** **ACTION ITEM**

Background Information:

Since 2013, Natis House dba Neutral Ground (NG) has centered its services on prevention, intervention, as well as mediation for students, young people ages 14-24, and families. Neutral Ground's mission is to create a healthier, safer Orange County centered on communities most impacted by gangs and the cycle of poverty. Through its in-school programming, NG offers crisis intervention and street mediation, in which they work with gang-involved youth. Their staff are trained in restorative practices and carry experience in working alongside youth who experience marginalization, are justice-involved, and/or are system-impacted, with many carrying those experiences themselves.

Current Consideration:

The District would like to enter into a partnership with Neutral Ground for the remaining of the 2023-24 year as a pilot project at seven schools. The schools will include Anaheim, Katella, Loara, and Gilbert high schools, as well as Ball, South, and Sycamore junior high schools. Services will be provided October 13, 2023, through June 30, 2024.

Budget Implication:

Neutral Ground offers a flexible fee schedule for the District to choose from based on available funds. The fee schedule is as follows: 1 day a week at \$14,000; 2 days a week at \$29,000; 3 days a week at \$43,000; 4 days a week at \$58,000; or 5 days a week at \$72,500.

The following funds have been identified to support the services for the remainder of this school year. Community Schools Grant, Local Control Funding Formula (LCFF), and the School Based Health Improvement funding (SBHIP) Grant.

Staff Recommendation:

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



9.12 **Agreement, Barnett Berry**

**ACTION ITEM**

Background Information:

Mr. Barnett Berry is a research professor at the University of South Carolina (UofSC) and the founding director of the Accelerator for Learning and Leadership for South Carolina (ALL4SC), an initiative launched in 2019, to marshal the resources of Universities that have high research activity and to focus on high need school communities. In 1999, he founded the Center for Teaching Quality to ignite change inside of public education driven by the ideas and practices of teachers. Mr. Berry has authored a wide array of over 120 policy and research reports, journal articles, and commissioned papers. His most recent research Teacher Leadership for Whole Child Education features two school districts in Northern America: Surrey Schools (British Columbia) and Anaheim Union High School District.

Current Consideration:

The District would like to hire Mr. Berry as a consultant to assist the District in developing and sustaining a system of whole child education, including writing and submitting grant proposals for unrestricted, as well as restricted funds in support of the District's efforts to create transformative teaching and learning environments for both students and the educators who support. Furthermore, Mr. Berry will be responsible for researching prospective funders that align with the District's vision and mission. Services are being provided September 15, 2023, through June 30, 2024.

Budget Implication:

The total cost for these services is not to exceed \$15,000. (General and/or Grant Funds)

Staff Recommendation:

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

**[EXHIBIT V]**

9.13 **Agreement, Freight Farms**

**ACTION ITEM**

Background Information:

Freight Farms is one of the first corporations in the Agricultural technology space. It specializes in building infrastructure and technology to allow local food to thrive in small spaces. In 2019, they launched a product called Greenery S, which is a hydroponic container farm that allows fresh food to grow anywhere in the world, all year long. Greenery S is capable of growing lettuces, leafy greens, herbs, brassicas, certain root vegetables, microgreens, edible flowers, and many other crops in any location, regardless of exterior climate. Freight Farms has experimented internally with over 500 different crop varieties. One of the key innovations of the Greenery S is its flexible cultivation area, with aisles that can physically move to accommodate larger or smaller crops that cannot be grown in other container farms. With less than five gallons of water needed daily, its 320 square foot container produces as much as 2.5 acres of traditional farmland.

Current Consideration:

The District would like to place a Greenery S at the Magnolia Agriscience Community Center (MACC). It would enhance the MACC as a laboratory for all classrooms, especially with its leading technology addressing climate change, food insecurity, and Biotechnology. Services will be provided October 13, 2023, through June 30, 2025. Due to the company's policy, the agreement was signed prior to Board approval.

Budget Implication:

The total cost for these services is \$146,400, which covers the cost of the product and installation. (LCFF and/or Grant Funds)

Staff Recommendation:

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

10. **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**

10.1 **Membership, Coalition for Adequate School Housing Organizational**

Background Information:

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

Current Consideration:

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

Budget Implication:

The cost for a District organizational membership for the 2023-24 year is \$1,186. This cost will be offset by the reduced cost to send staff to professional development. (General Fund)

Staff Recommendation:

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

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

Background Information:

There are four portable classrooms that were recently moved from Dale Junior High School to Oxford Academy which are going to be refurbished for use as classrooms. These portables require 21<sup>st</sup> century classroom furniture.

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 Irvine Unified School District Bid 2021/22-3FA Furniture and Equipment can be utilized to acquire these products from Office & Ergonomic Solutions, Inc. (OES). The same furniture was already purchased and delivered by OES for five refurbished portables this past summer. Based on the combined dollar amounts of furnishing all nine portables, the District is utilizing the piggybackable bid to fulfill its legal requirements. Staff has also negotiated better discounts than those currently on this piggybackable bid, which will result in additional cost savings to the District.

Budget Implication:

The total cost is not to exceed \$69,823. (Developer Fees Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the use of the Irvine Unified School District Bid 2021/22-3FA, pursuant to PCC 20118, for the purchase and delivery of 21<sup>st</sup> century classroom furniture, and related items from Office & Ergonomic Solutions, Inc.

10.3 **Assignment of Agreement, Imperial Bag & Paper dba Imperial Dade**

Background Information:

On June 17, 2021, the Board of Trustees approved the award of Bid 2021-19 Food Service Paper, Plastic, and Related Goods with P & R Paper Supply Company, Inc. for the purchase of food service paper and plastic packaging, liners, trays, utensils, lids, plates, bowls, cups and other related items.

Current Consideration:

The District received a notice from P & R Paper Supply Company, Inc., which explained their assets were being acquired by Imperial Bag & Paper dba Imperial Dade (Imperial Dade). An assignment of the agreement from P & R Paper Supply Company, Inc. to Imperial Dade, by written consent of both parties, will allow Imperial Dade to fulfill these obligations under the same terms, conditions, and pricing.

Budget Implication:

The cost remains unchanged for the remainder of the term, originally approved by the Board of Trustees on June 17, 2021. (Cafeteria Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the assignment of the award of agreement for Bid 2021-19 Food Service Paper, Plastic and Related Goods from P & R Paper Supply Company, Inc. to Imperial Bag & Paper dba Imperial Dade. **[EXHIBIT X]**

10.4 **Service Agreement, Trane Technologies-Building Automation System Service**

Background Information:

The Maintenance and Operations Department uses automated control systems for the programming of HVAC systems (EMS). This provides the District the ability to monitor the

temperatures at sites and provide energy efficiency through these controls. The software that is used for these controls requires maintenance, updates, and service throughout the year. Maintenance would like to start a three-year service agreement for the three school sites that are currently using this software. The sites would be Anaheim and Katella high schools, as well as Hope School.

Current Consideration:

Trane Technologies will provide system analysis and review to minimize software issues, correct programming errors, and system efficiency improvements. They will provide control loop tuning to ensure peak performance of the systems, as well as making sure the system is operating as intended. Trane will also provide software updates as they become available. The agreement includes three scheduled visits per site, per year, to provide this scope of work. Services will be provided October 12, 2023, through October 12, 2026.

Budget Implication:

The total cost of these services is not to exceed \$53,971. (Maintenance Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the service contract with Trane Technologies for the listed services. **[EXHIBIT Y]**

10.5 **Agreement Amendment, Eide Bailly, LLP**

Background Information:

The District has contracted with Eide Bailly, LLP (Eide Bailly) for auditing services that include audits of financial statements, categorical programs, and various financial procedures; auditing services of financial statements related to Measure H; and training for ASB professional development. In August 2020, the District entered into a new agreement with Eide Bailly to provide performance audits to meet the new School Facility Program (SFP) certification and closeout requirements, for compliance with Section 8 of Article II of the State of California Constitution.

Current Consideration:

The District has many projects ready for SFP certification and closeout; therefore, an amendment to Eide Bailly's agreement is required to continue with services to conduct additional performance audits as the projects reach completion.

Budget Implication:

The agreement will be increased by \$100,000 for a total cost not to exceed \$175,000 through June 30, 2025. (Facilities Funds and/or other funds as appropriate)

Staff Recommendation:

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

10.6 **Piggyback Bids, Purchase Through Public Corporation or Agency, Roofing Maintenance Districtwide**

Background Information:

The Maintenance and Operations Department performs Districtwide roof maintenance on an annual basis to address roof deficiencies and potential areas of leakage during a rain event. Staff has determined that project savings could be achieved by purchasing readily available services, as well as related labor and materials to meet the project's demand and schedule,

in a cost-effective manner. The services include: 1) Roof inspection reports; 2) Online leak reporting and tracking system; 3) Storm inspections and written report; 4) Roof top housekeeping; 5) Roof preventative maintenance and repairs; and 7) Leak response crew.

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. for the purchase, warranty, design, removal, installation, maintenance, as well as repair of roofing and building equipment. The maintenance and repair of roofing, including material, will be completed Districtwide utilizing DGS CMAS contracts 4-21-03-1001. Services will be provided starting October 13, 2023, through October 12, 2024.

The District will utilize this CMAS contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100. This CMAS purchase is in the best interest of the District.

Budget Implication:

The total cost of these services is not to exceed \$388,016, which includes a 10 percent contingency for unforeseen conditions. (Maintenance Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of maintenance, repair, as well as related services and material utilizing DGS's CMAS contract 4-21-03-1001 to Weatherproofing Technologies, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

10.7 **Ratification of Change Orders**

Bid #2023-14, Districtwide	P.O. #S64A0213
Asphalt Paving at Various Sites	
Ben's Asphalt, Inc.	
Original Contract	\$498,333
Change Order #1 [EXHIBIT AA]	(\$18,856)
New Contract Value	\$479,477
 Bid #2023-21, Savanna High School	 P.O. #S64A0279
Auditorium Ceiling	
GDL Best Contractors, Inc.	
Original Contract	\$220,000
Change Order #1 [EXHIBIT BB]	(\$13,000)
	\$207,000
New Contract Value	P.O. #S64A0292
Bid #2023-25, Oxford Academy	
Portables	
Mobile Modular Construction, Inc.	\$999,999
Original Contract	\$85,855.59
Change Order #1 [EXHIBIT CC]	\$1,085,854.59
New Contract Value	

Staff Recommendation:

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

10.8 **Notices of Completion**

Bid #2023-14, Districtwide Asphalt Paving at Various Sites Ben's Asphalt, Inc.	P.O. #S64A0213
Original Contract	\$498,333
Contract Changes	(\$18,856)
Total Amount Paid	\$479,477
 Bid #2023-21, Savanna High School Auditorium Ceiling GDL Best Contractors, Inc.	 P.O. #S64A0279
Original Contract	\$220,000
Contract Changes	(\$13,000)
Total Amount Paid	\$207,000
 Bid #2023-25, Oxford Academy Portables Mobile Modular Construction, Inc.	 P.O. #S64A0292
Original Contract	\$999,999
Contract Changes	\$85,855.59
Total Amount Paid	\$1,085,854.59

**Staff Recommendation:**

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept Bids #2023-14, #2023-21, and #2023-25 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

10.9 **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 or 17546. **[EXHIBIT DD]**

10.10 **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 EE]**

10.11 **Donations**

**Staff Recommendation:**

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

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports September 5, 2023, through October 2, 2023. **[EXHIBITS GG and HH]**

10.13 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report September 5, 2023, through October 2, 2023. **[EXHIBIT II]**

10.14 **SUPPLEMENTAL INFORMATION**

10.14.1 ASB Fund, August 2023 **[EXHIBIT JJ]**

10.14.2 Cafeteria Fund, July 2023 **[EXHIBIT KK]**

10.14.3 Enrollment, Month 2 **[EXHIBIT LL]**

**EDUCATIONAL SERVICES**

10.15 **2023-24 School Plan for Student Achievement, Gilbert High School**

Background Information:

California Education Code Section 64001, specifies that schools and districts that receive state and federal funding prepare a School Plan for Student Achievement for any recipient school. The purpose of the School Plan for Student Achievement is to coordinate all educational services at the school, and it serves as a blueprint to improve the academic performance of all students.

Current Consideration:

The plan which was recently distributed to the Board of Trustees, and available to the public, includes information pertaining to school site curriculum, instruction, professional development, parent activities, and budgeted expenditures.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the school plan for student achievement for Gilbert High School.

10.16 **Agreement and Addendums, Orange County Department of Education, Inside the Outdoors**

Background Information:

The Orange County Department of Education (OCDE) offers a variety of programs through their Inside the Outdoors Department. The programs are a combination of in-classroom experiences, connecting students to the natural world through unforgettable hands-on experiences, as well as educational field trips. This year due to COVID-19, the program has shifted to a virtual program.

Current Consideration:

South Junior High School is requesting to participate in the Inside the Outdoors program. Inside the Outdoors is partnering with The Ecology Center. The goal of this project is to empower, engage, and educate students, teachers, and the community on water issues, awareness, as well as conservation to create behavior change. Addendums attached to the contract reflect additional field trips that have been requested by the school. This program is sponsored by the Municipal Water District of Orange County and is funded by local Orange County water agencies. Services are being provided September 1, 2023, through August 31, 2024.

Budget Implication:

There is no impact to the budget. Inside the Outdoors has secured a grant for the expense of the program.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement and addendums with the Orange County Department of Education. **[EXHIBIT MM]**

10.17 **Agreement, The Sobel Group, Inc.**

Background Information:

The Sobel Group, Inc. (TSG) successfully worked with Anaheim Union High School District, Anaheim Police Department, and Anaheim Fire Department staff to prepare the portion of the Anaheim High School's school safety plan that included tactical responses to criminal incidents. As part of the service, The Sobel Group, Inc. worked with District and school specific personnel to develop a visual map of the tactical response plan as one of the steps used to safeguard pupils and staff in an effort to secure the premises. Several on-site school visits were conducted to collect site specific information and digital imagery. After all data was collected, an electronic report with an electronic usable file was provided for use by the District and first-responders.

Current Consideration:

TSG will consult with the District, the local police department, and the local fire department, and provide necessary updates to the portion of the school safety plans that includes tactical responses to criminal incidents. As part of the service, TSG will consult with the District and school specific personnel to update visual maps of the tactical response plans, which are used as one of the steps to safeguard pupils and staff, secure the affected school premises, as well as to apprehend the criminal perpetrator and/or perpetrators. On-site school visits will be conducted to collect site specific information and digital imagery as needed. After all data is collected, TSG will update the school specific report and provide an electronic copy to the District. TSG will also provide additional services as needed. Services will be provided October 13, 2023, through October 12, 2024, with an option for four additional one-year terms, as needed.

Budget Implication:

Services will be provided on an as-needed basis at a cost not to exceed \$25,000, annually. (General Fund)

Staff Recommendation:

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



10.18 **Agreement, Anaheim Elementary School District, Language Services**

**Background Information:**

Plurilingual Services provides translation and interpretation services via employed translator/interpreters in Spanish, Korean, and Vietnamese. There are over 60 languages represented by families and students in the District. There are many languages that the District is not able to support with District staff. Families require periodic translation and/or interpretation services in many different languages, to assist with health, safety, and mandated educational issues. As a result, the District must contract with outside translation/interpretation providers, especially of rare languages.

**Current Consideration:**

The Anaheim Elementary School District will provide translation and interpretation services in Spanish, Korean, and Mandarin. These services include parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings. As immigration increases, it is projected that this demand will continue to increase in the 2023-24 year. Services are being provided September 15, 2023, through June 30, 2024.

**Budget Implication:**

The total cost of services is not to exceed \$20,000. (LCFF Fund)

**Staff Recommendation:**

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

10.19 **Agreement, Orange County Department of Education (OCDE), Language Services**

**Background Information:**

Plurilingual Services provides translation and interpretation services via employed translator/interpreters in Spanish, Korean, and Vietnamese. There are over 60 languages represented by families and students in the District. There are many languages that the District is not able to support with District staff. Families require periodic translation and/or interpretation services in many different languages, to assist with health, safety, and mandated educational issues. As a result, the District must contract with outside translation/interpretation providers, especially of rare languages.

**Current Consideration:**

The OCDE Language Services provided translation and interpretation services in the years preceding the pandemic in Farsi, Hindi, Urdu, Tagalog, Punjabi, and Bengali, as well as Mandarin Chinese and American Sign Language. These services included parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings. As immigration increases, it is projected that this demand will continue to increase in the 2023-24 year. Services will be provided October 13, 2023, through June 30, 2024.

**Budget Implication:**

The total cost for these as-needed services is not to exceed \$20,000. (LCFF Fund)

**Staff Recommendation:**

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

#### 10.20 **Agreement, Backhausdance**

##### Background Information:

A cornerstone of the District Strategic Arts Plan, performing arts can serve as powerful tools for promoting social-emotional learning. Backhausdance, formed in 2003 as a nonprofit organization by Jennifer Backhaus, award-winning choreographer and Chapman University dance faculty member, is Orange County's premier, professional, contemporary dance company. The Dance for Kindness residency program is an innovative collaboration which focuses on the intentional combination of the state arts education standards and the competencies of social emotional learning.

##### Current Consideration:

Backhausdance will provide teaching artists to work with Anaheim High School dance students in a series of 18 workshops and 2 schoolwide assemblies. Services will be provided October 18, 2023, through May 17, 2024.

While the overall cost of this program is \$5,000, Backhausdance has secured a \$2,000 grant from the Orange County Community Foundation, thereby reducing the District cost to \$3,000.

##### Budget Implication:

The total cost is not to exceed \$3,000. (Title IV Funds)

##### Staff Recommendation:

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

#### 10.21 **Agreement, The DBQ Company**

##### Background Information:

The DBQ Company (DBQ) was founded in 2000 to support teachers and students in learning to read smart, think straight, and write more clearly. As teachers, DBQ believes all students can develop high-level critical thinking skills if they have consistent instruction and a chance to practice. DBQ also believes that when we provide teachers with materials that blend educational best practices and content-specific questions, it promotes and supports transformational change in our schools. The District began its partnership with the DBQ Project in 2005 when it was a recipient of the teach for American History Grant.

##### Current Consideration:

The District would like to continue to partner with DBQ to purchase licenses, which allows content by grade level (world and U.S. history, geography, economics, government, and literature) to be accessed by all students and teachers across all school sites online. Services are being provided October 1, 2023, through October 1, 2026.

##### Budget Implication:

The total amount of the expenditure is not to exceed \$105,000 for three years. (Title IV and LCFF Funds)

##### Staff Recommendation:

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

10.22 **Agreement, Heatherbrook Coaching, LLC, Servite High School**

**Background Information:**

The District is required to extend certain federal categorical program resources to private schools within its boundaries. The purpose of Title II, Part A is to increase the academic achievement of all students by helping schools and districts: (1) improve teacher and principal quality through professional development and other activities and (2) providing low-income and minority students greater access to effective teachers, principals, and other school leaders. Title IV of the Elementary and Secondary Education Act (ESEA) is intended to improve students' academic achievement by providing all students with access to a well-rounded education; improving school conditions for student learning; and improve the use of technology to improve the academic achievement and digital literacy of all students. The District has long partnered with Servite High School to provide services to their students and staff.

**Current Consideration:**

Molly O'Brien Yen is the founder of Heatherbrook Coaching, LLC. She will work with each teacher and/or small groups to facilitate professional growth and development by refining the goals of coaching, as well as helping to develop a way to measure success. Services are being provided October 13, 2023, through May 31, 2024.

**Budget Implication:**

The total cost is not to exceed \$5,800. (Title II Site Funds)

**Staff Recommendation:**

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

10.23 **Agreement, Girls Incorporated of Orange County**

**Background Information:**

Girls Inc. is a private nonprofit agency, which has been serving girls ages four-and-a half to 18 years, since 1954. They are an affiliate of the national Girls Inc., which serves approximately 125,000 girls annually across the United States and Canada. Girls Inc. develops research-based supplementary educational programs that encourage girls to master physical, intellectual, and emotional challenges. The programs focus on career and life planning, health education, leadership, community action, self-reliance and life skills, as well as cultures and heritage, academic achievement, participation in sports, and excellence in math, science, and technology.

**Current Consideration:**

Girls Inc. will provide comprehensive supplemental after-school programs that promote positive body image, good nutritional and social habits, communication skills and leadership traits at schools interested in participating throughout the District. The programs are a supplementary resource for school counseling departments. Girls Inc. will work collaboratively with school counseling departments and school site staff to refer students to the programs, as well as to monitor students who have participated in the programs. Services will be provided October 13, 2023, through August 30, 2024.

**Budget Implication:**

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

**Staff Recommendation:**

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

10.24 **Amendment, Independent Contractor Agreement, Reveille, Inc.**

**Background Information:**

Reveille, Inc., (Reveille) is a branding and marketing communications agency that has guided local and global nonprofits, consumer brands, as well as corporations in developing branding and marketing plans. Reveille has successfully worked with local nonprofits such as the Boys and Girls Clubs of Central Orange Coast, Children's Hospital of Orange County (CHOC), Healthy Smiles, Orange County United Way, and various other organizations.

In February, 2023, the District entered into an Independent Contractor Agreement with Reveille to provide a branding and marketing plan for the AIME program, including logo development, style guide and graphic guidelines, as well as website redesign. The total cost of this agreement was \$115,000, with services provided through December 31, 2023.

**Current Consideration:**

The District would like to add additional services to the agreement and extend the term of the agreement to June 30, 2024. The additional services include implementing a brand rollout plan, development of graphics and video reels for social media, an email campaign, social media content development, and social media community engagement.

**Budget Implication:**

The additional cost to the District for these services will be \$50,000. The total cost of the amended agreement will be not to exceed \$165,000. (AIME Grant Funds and Marketing Funds)

**Staff Recommendation:**

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

10.25 **Agreement, Strong Workforce Program (SWP) K12 Pathway Improvement Grant (Round 5)**

**Background Information:**

The K12 Strong Workforce Program (SWP) administered by the California Community College Chancellor's Office (CCCCO) has been established to provide funds to "create, support, or expand high-quality career technical education (CTE) programs at the K-12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program" (Education Code 88827). The workforce developments within each region are informed by the Strong Workforce Program (SWP) Regional Plan.

The Anaheim Union High School District (District) opted into a joint application with the Orange County Department of Education (OCDE) focused on cybersecurity. The funding will assist in providing professional development to teachers, curriculum, and equipment for classrooms, expansion of work-based learning opportunities, and the improvement of dual enrollment opportunities.

**Current Consideration:**

SWP funding was awarded to OCDE, and OCDE would like to enter into a service agreement with the District to implement these initiatives and to provide the funding to the District. The term of this agreement will be effective January 1, 2023, through June 25, 2025.

**Budget Implication:**

The District will receive funding under this agreement in the amount of \$310,808.87.

Staff Recommendation:

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

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

Background Information:

OCDE Career and Technical Education (CTE) Credentialing Program provides program coursework and support to teachers seeking a Designated Subjects CTE Credential. This credential qualifies teachers to teach CTE coursework, and for students and schools to qualify for CTE pathway completion with the California Department of Education.

Current Consideration:

The OCDE CTE Credentialing Program would like the District to identify a representative to collaborate on enrolling teachers in the program and participate on an advisory council. In addition, OCDE would like the District to assist in assigning mentors to CTE preliminary credential holders. Services are being provided July 1, 2023, through June 30, 2024.

Budget Implication:

There is no cost to the District, as program tuition and other costs are the responsibility of the enrolled candidate.

Staff Recommendation:

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

10.27 **Memorandum of Understanding (MOU), Alta Med Health Services Corporation**

Background Information:

Alta Med is nonprofit agency focused on offering a system of dental care designed to provide on-site care to patients through relationships with community-based registered dental hygienists, who will provide care and collaborate with dentists using teledentistry technology. This system of care is referred to as the Virtual Dental Home ("VDH").

Current Consideration:

Recently, the District was informed that HSK and AltaMed Health Services Corporation (AltaMed), a California nonprofit corporation and federally qualified health center, had entered into an Asset Contribution, Assignment and Transfer Agreement on March 31, 2023, pursuant to which HSK would contribute, transfer, and assign to AltaMed its prior agreement with the District, including certain assets and operations. Consequently, it is now required that: 1) the prior agreement between the District and HSK be terminated; and 2) the District and AltaMed enter into a new agreement with the same or similar services, as well as terms and conditions. Services will be provided October 13, 2023, through June 30, 2026.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.28 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in dual enrollment. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, October 13, 2023, through November 16, 2023.

Staff Recommendation:

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

10.29 **Individual Service Contracts**

Staff Recommendation:

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

10.30 **Field Trip Report**

Staff Recommendation:

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

**HUMAN RESOURCES**

10.31 **2023-24 First Quarterly Report, Williams Uniform Complaints**

Background Information:

The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, and facilities conditions. 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 First Quarterly Report, July 1, 2023, through September 30, 2023, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees accept the report. **[EXHIBIT BBB]**

10.32 **2022-23 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 2022-23 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 CCC]**

10.33 **Memorandum of Understanding (MOU), University of Redlands Internship Program**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their fieldwork requirements and to gain valuable experience in a professional setting within our District school sites. The District has had agreements in place with the University of Redlands since 2013.

Current Consideration:

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, 2023, through June 30, 2025. The MOU will be signed after Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.34 **2022-23 Employee Salary Schedules**

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. Routine modifications continue to be necessary to accurately represent negotiated changes, necessary updates, and corrections on the schedules.

Current Consideration:

Adopt modifications to the salary schedules for the Management employee group.

The proposed modifications include the following:

- Management: Establishment of mileage stipend for Community School Manager, FACE Manager, District and Community Use Manager, Food Services Operations Supervisor, and Assistant Director of Food Services.

Budget Implication:

The approval for the salary schedule itself is not approval to fund specific assignments, but rather approval for the types of positions and compensation that may be approved with subsequent Board action for specific individuals.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the salary schedules for the Management employee group as submitted. **[EXHIBIT EEE]**

10.35 **Certificated Personnel Report**

Staff Recommendation:

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

10.36 **Classified Personnel Report**

Staff Recommendation:

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

**SUPERINTENDENT'S OFFICE**

10.37 **Conferences and/or Meetings**

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

City of Cypress' Celebrate Women Conference, October 25, 2023, Cypress, California, at a cost not to exceed \$50. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the attendance to the conference.

11. **SUPERINTENDENT AND STAFF REPORT**

**INFORMATION ITEM**

12. **BOARD OF TRUSTEES' REPORT**

**INFORMATION ITEM**

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

13. **ADVANCE PLANNING**

**INFORMATION ITEM**

13.1 **Future Meeting Dates**

The next meeting of the Board of Trustees will be held on Thursday, November 16, 2023, at 6:00 p.m.



Thursday, December 14

13.2 **Suggested Agenda Items**

14. **ADJOURNMENT**

***ACTION ITEM***

*In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at [morales\\_p@auhsd.us](mailto:morales_p@auhsd.us) by 5:00 p.m. on Tuesday, October 10, 2023.*



ANAHEIM AVE

REPORT

2021-2023

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# PROGRAM BACKGROUND



Anaheim AVE (Anti-Vaping Endeavor) is a research-based youth program built in partnership with University of California, Irvine, Cal State University Fullerton, OCAPICA, and AUHSD, specifically the TUPE program under the Vaping Among Multicultural Orange County Students (VAMOS). **It started in Spring 2021 as a year-long research project where 20 students from different middle and high schools within the Anaheim Unified High School District were chosen to conduct a peer-to-peer study surrounding the usage of e-cigarettes at their schools.** Students met over Zoom twice a week, even throughout the summer, and continued until December 2021 with Program Leads, Diane Huynh and Daniel Ramos.

Emily Park and Jonathan Garzon took over in Spring 2022 and transitioned the program to a more advocacy-readiness, education, and community outreach focus, extending the program into the 2022-2023 school year. **New students were recruited, along with a few returning students, and met in-person at Magnolia High School once a week coming from 6 different schools within the Anaheim Union High School District.**

Students who completed the program were awarded with a stipend for their continuous efforts and recognized through certificates from Congressman Lou Correa and Anaheim's 4th District Supervisor Doug Chaffee.

**This report covers the entirety of the program from Spring 2021-Spring 2023.**

# OUR MISSION



**The mission of Anaheim AVE is to build up leaders in our communities by educating themselves, educating the public, and educating decision-makers.**

## OUR GOALS

### **Inward**

- **Anaheim AVE seeks to educate and train our members on relevant topics surrounding anti-vaping, so that we are better equipped to bring awareness and change into our communities.**

### **Outward**

- **Anaheim AVE seeks to educate the public in order to build a supportive and knowledgeable community surrounding the issues on anti-vaping.**

### **Upward**

- **Anaheim AVE seeks to educate decision-makers of our findings, experiences, and knowledge in hopes that this will bring policy change in our communities in order to build a safer and healthier place for everyone to live.**

# ANAHEIM AVE

## 2021-2023 TIMELINE

### April 2021 - December 2021

#### PROGRAM OVERVIEW

- *Community-academic partnership in the Anaheim Union High School District with UCI, CSUF, and OCAPICA.*
- *Students formulated a peer-to-peer study with professors from UCI and CSUF.*
- *Meetings were held on Zoom twice a week.*

### September 2022 - May 2023

#### PROGRAM OVERVIEW

- *Program extended for another school year.*
- *10 new students were accepted.*
- *Focused on speaking engagements, community events, and creating informative materials.*
- *Students worked in collaborative project groups and presented their work at a community-wide anti-vaping/mental health event.*

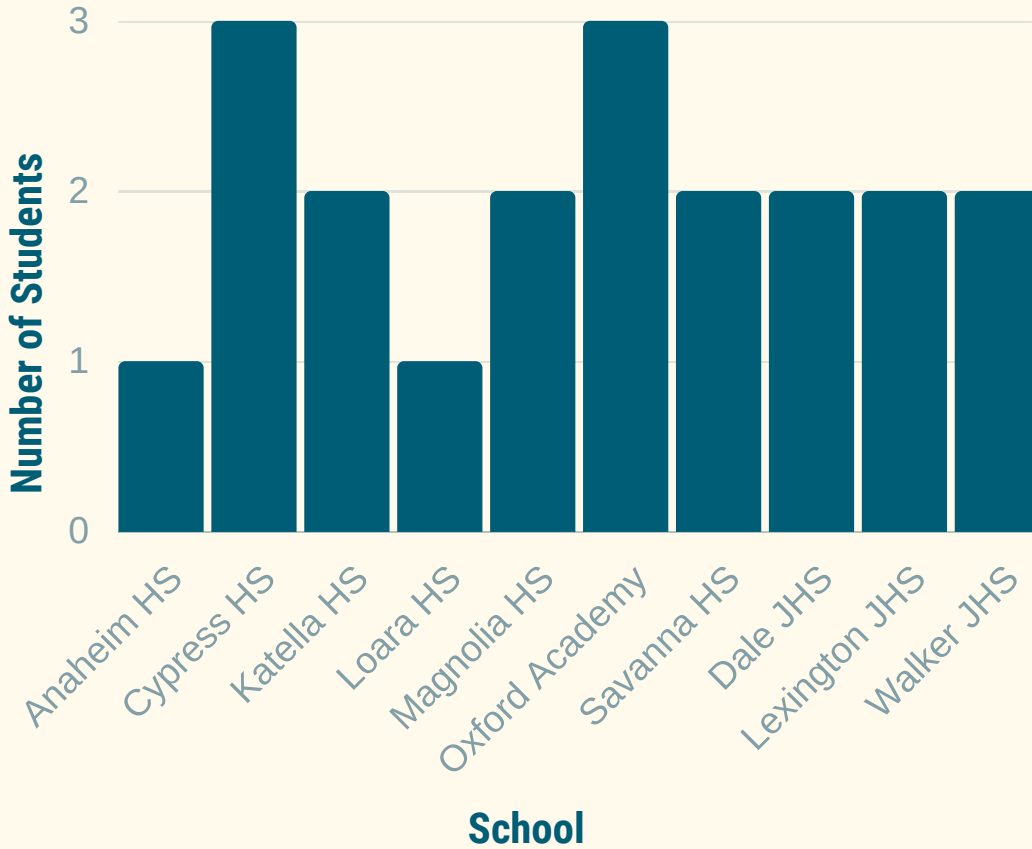


### February 2022 - May 2022

#### PROGRAM OVERVIEW

- *Extended into the Spring semester in 2022.*
- *Campaign, advocacy, and policy work focus.*
- *Distributed peer-to-peer survey among AUHSD Students.*
- *Trainings on Flavor Ban and how to translate research into action.*
- *Presented to previous School Board President, Al Jabbar, about the survey results and community needs regarding e-cigarette use.*
  - *Students practiced public speaking skills and learned how to craft a speech.*

# SPRING-FALL 2021

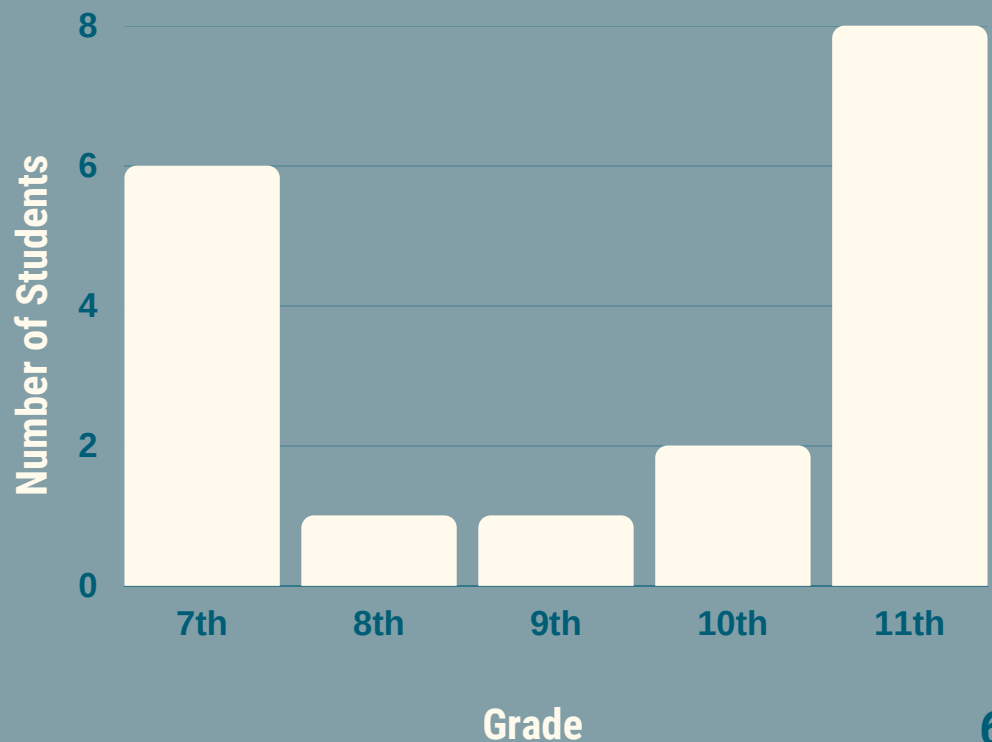


## SCHOOL

20 students were selected from 10 different schools in AUHSD to participate in this program.

## GRADE

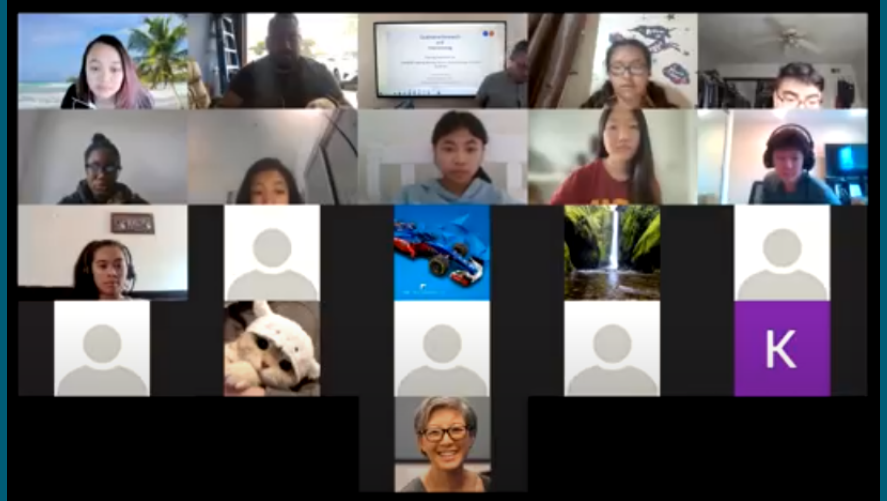
These were the grades the students were in at the start of the program in Spring 2021. They did not select seniors due to the continuous commitment extending past the 2020-2021 school year.





# PROGRAM CURRICULUM

Students met over Zoom twice a week with Program Coordinators, Daniel Ramos and Diane Huynh. They were taught research methods and skills by Dr. Sora Tanjasiri from UCI and Dr. Joshua Yang from CSUF.



## Training Topics

### SPRING

Community Building

Youth Health Risks

Community Health Risks

Important of Research

Photovoice Assignment

### SUMMER

Qualitative Research

Ethnographic Interviews

EQ: Self-Awareness

Ethnographic Instruments

EQ: Motivation + Self-Regulation

Intro to Survey Development

### FALL

Self-Care

Qualitative Interviews

Leadership Development

Analysis of Qualitative Data

Empowerment/Advocacy

Survey Review

Survey Recruitment Plan





# RESEARCH



The students spent a large portion of their time in the program being trained on how to be student researchers. They worked on a community-based peer research survey in 2021 to gather information on e-cigarettes, including the beliefs, attitudes, exposures to marketing and others' vaping, and students' own behaviors. After it was approved by the Institutional Review Board (IRB), the students distributed the survey to their peers in February 2022. They received 41 responses from students in AUHSD schools. Students also conducted qualitative interviews in 2021 to gain more information from their peers about the same topic. Dr. Joshua Yang and Dr. Sora Tanjasiri evaluated both the qualitative interviews and quantitative survey responses and presented the information to the students.

## Anaheim AVE Survey

Thank you for your interest in taking this short survey. Your answers are completely anonymous, and we hope you will answer them as honestly as possible. The survey will ask you questions about e-cigarettes, including your beliefs, attitudes, exposures to marketing and others' vaping, and your own behaviors. This is a completely voluntary survey, and you can stop taking it at any time. IF YOU PROCEED WITH COMPLETING THIS SURVEY, YOU ARE CONSENTING TO BE PART OF THIS STUDY.

Before starting the survey, please also show this to your parent so that they know about the survey you will be taking:

- Your child is being asked to be a part of a survey that will help promote better health and well-being among youth. Your child does not have to take the survey. If you do not want your child to complete the survey, please tell them so now. The survey gathers information on tobacco.
- It is Voluntary. Students who, with your permission, agree to participate do not have to answer any questions they do not want to answer, and may stop taking the survey at any time.
- It is Anonymous. No names are recorded or attached to the survey forms or data. The results will be made available for analysis only under strict confidentiality controls.
- Potential Risks. There are no known risks of physical harm to your child. Risks of psychological or social harm are very small.
- For Further Information. The survey was developed by youth in the Anaheim AVE program. If you have any questions about this survey, or about your rights, please call Ms. Mary Anne Foo at (714) 636-9095.

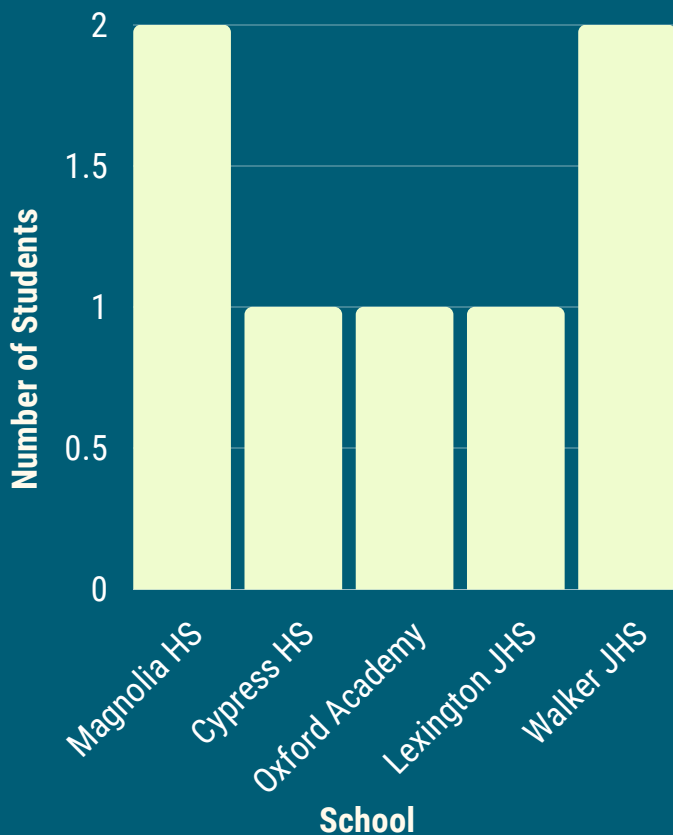
**Google Forms was used to create and distribute the survey**

# SPRING 2022

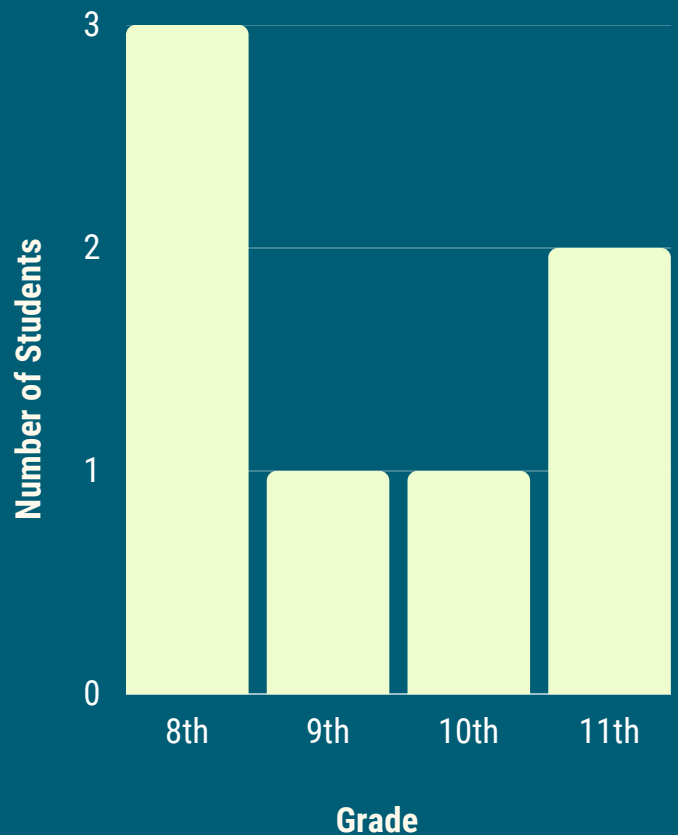


Students had the option of continuing the program into the Spring 2022 semester. Seven students returned from the previous year and shifted their focus onto a more advocacy-readiness, education, and community outreach approach. Emily Park and Jonathan Garzon took over as the Program Leads for Anaheim AVE.

## SCHOOL



## GRADE



# PROGRAM CURRICULUM



February 2022 - May 2022

## TOPICS

Survey Promotion

Flavor Ban

Big Tobacco Targets Youth

Translating Research Into  
Action

Advocacy Tactics

Evaluation of Peer Survey

Al Jabbar Presentation

The students spent the first month focusing on distributing the peer survey they created the previous year with Dr. Sora Tanjasiri and Dr. Joshua Yang. The curriculum then focused on bringing in outside organizations who are experienced in training youth on anti-vaping matters, such as the flavor ban and advocacy tactics. Nile Sisters and California Youth Advocacy Network came in to facilitate two workshops each. The school year ended by speaking with Al Jabbar, the previous AUHSD School Board President. Students voiced their concerns on vaping among youth and shared the peer survey results they found collected from AUHSD students.

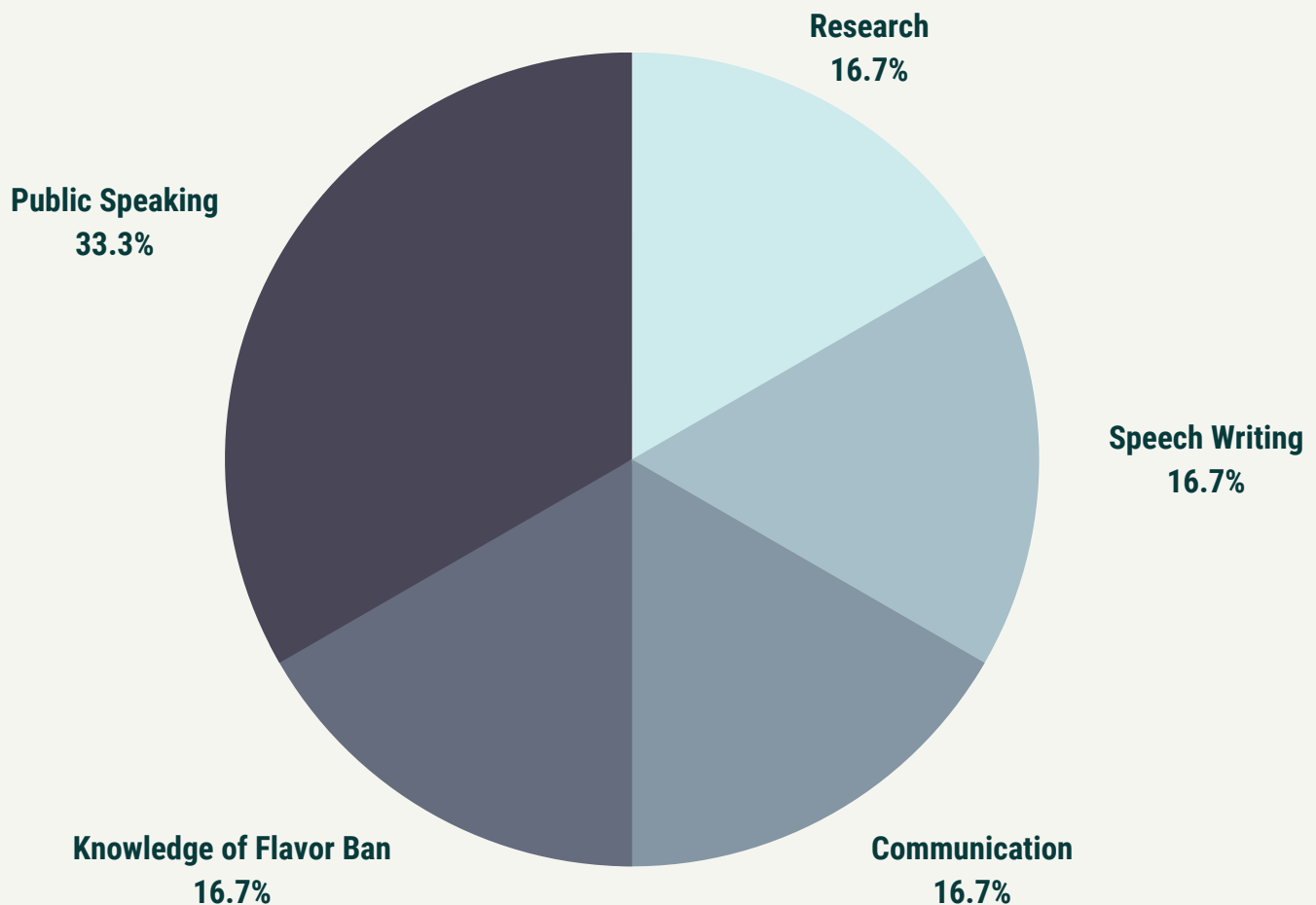


# SKILLS IMPROVED

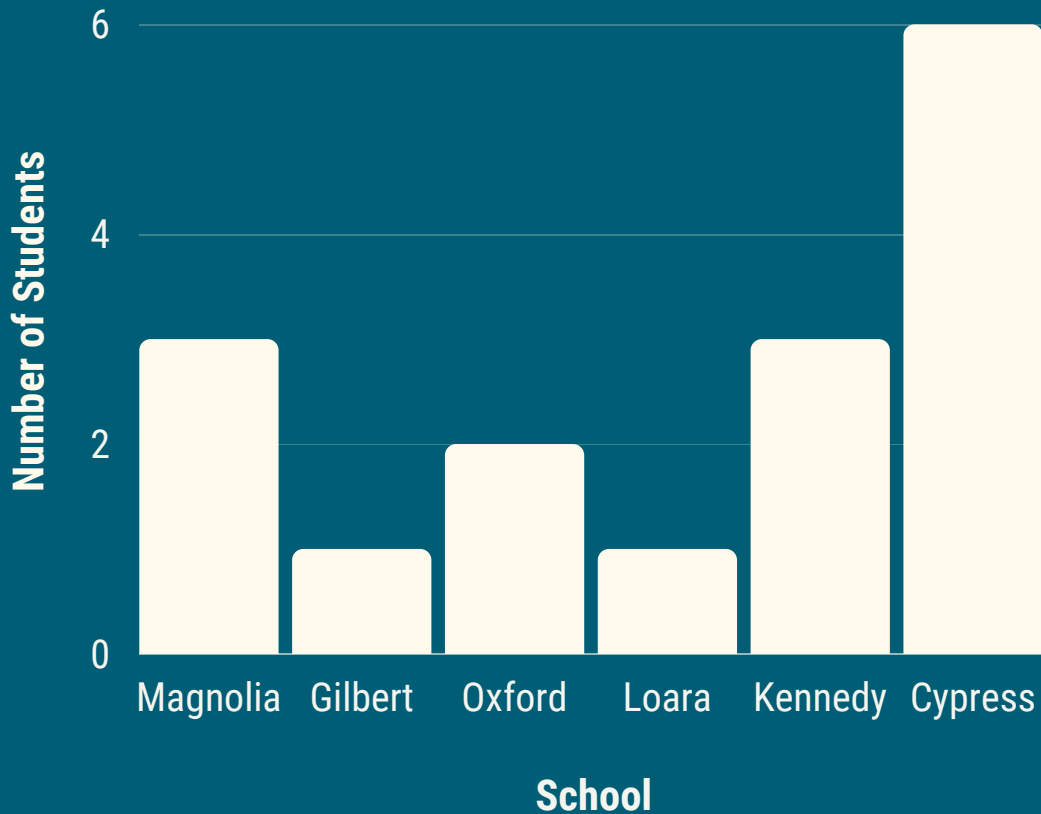


The students were asked which skills they grew in over the Spring semester (February-May 2022).

**"It was really interesting to be able to apply concepts taught in school to a real life situation that made an impact on my community!"**  
**-Anaheim Ave Student, Feb - May 22**



# FALL 2022 - SPRING 2023

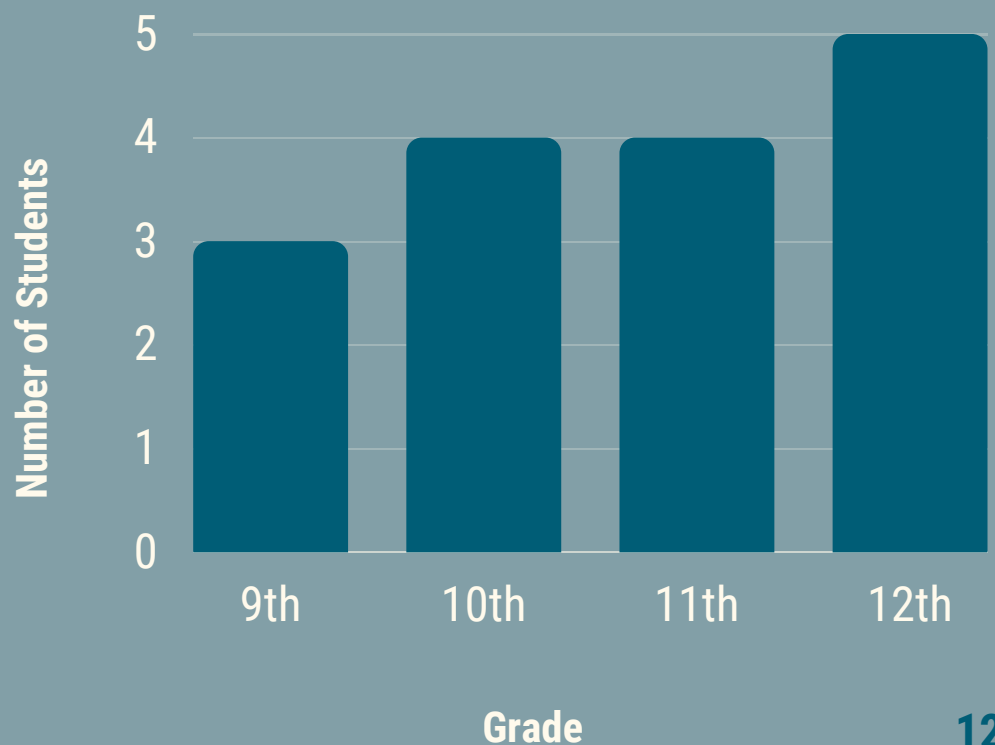


## SCHOOL

5 students returned from the previous program year while 11 new students were recruited at the start of the 2022-2023 school year.

## GRADE

This cohort did not contain Junior High students as the students in previous years graduated to the high school level. Students ranged from 9-12th grade.



# PROGRAM CURRICULUM



## FALL 2022

The focus for Fall 2022 was to train the new youth members in anti-vape work and teach about the importance of being a community leader.

### Workshop Highlights:

- Intro to Vaping + E-Cigarettes
- Flavor Ban
- How to be a Community Leader
- Guest Speaker: OCAPICA's Policy Team
  - Community Organizing

## SPRING 2023

The focus for Spring 2023 was to develop the students' public speaking skills and prepare for the Breathe Healthy, Live Mindfully Community Event presentations.

### Workshop Highlights:

- Soapbox Speeches
- Advocacy Projects Preparation
- Guest Speaker: ROOTED
  - Building Resilience + Wellness & Boundaries

**"I really enjoyed how interesting the meetings were, from icebreakers each meeting to group projects that we created. I loved how we were able to actually go out and present our information at the Breathe Healthy Live Mindfully Event."**

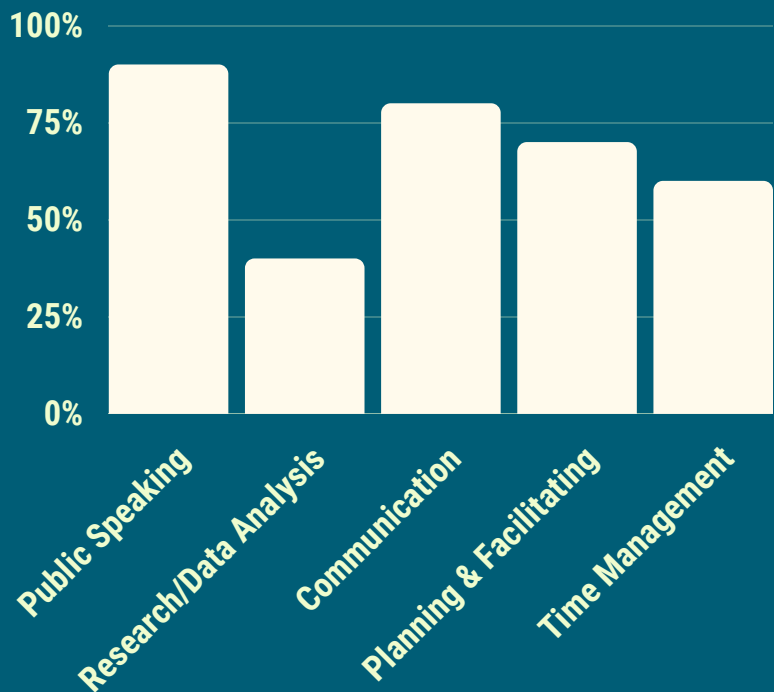
**-Anaheim AVE Student 22-23**





# STUDENT REPORT

## Student Skill-Set Improvements



“

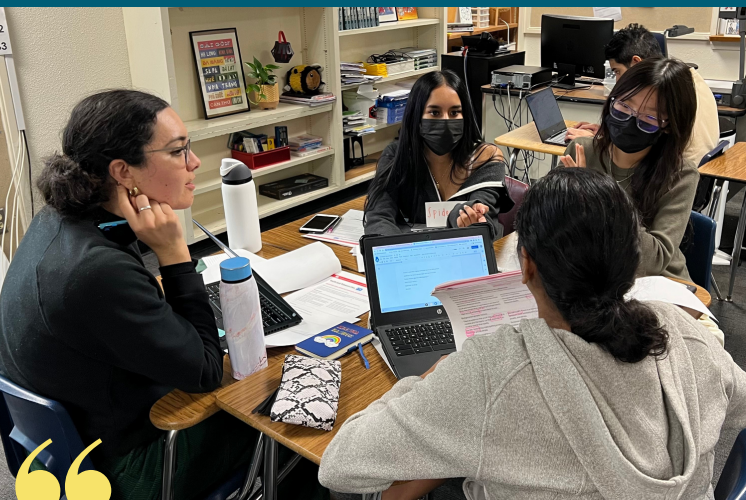
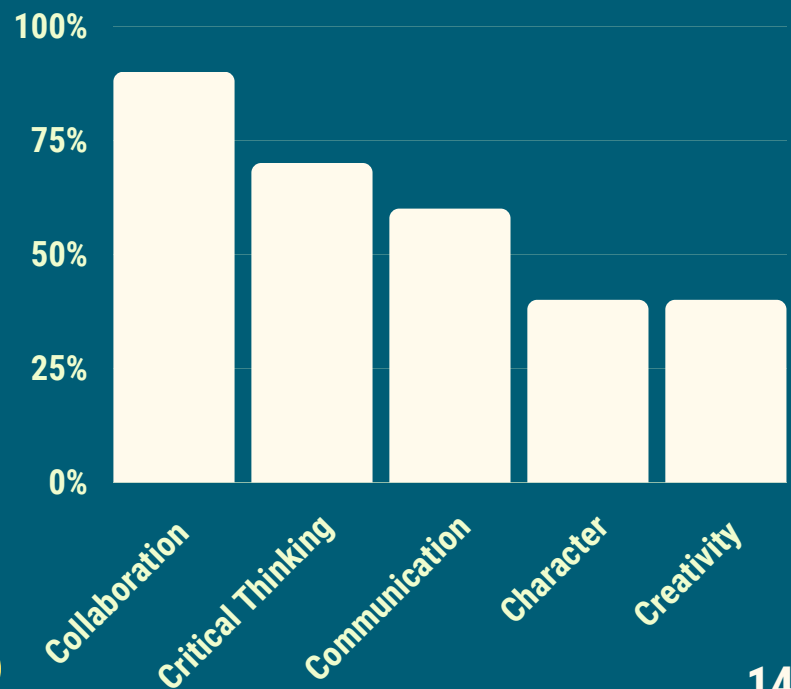
"As an individual, I have been getting much better at public speaking without a script. I This has been my proudest accomplishment, as I never in the past would have had the courage to speak without one."

-Anaheim AVE Student 22-23

”



## Student Growth Rate in the 5 C's



"I will takeaway that collaborating and speaking to people makes the things we want to accomplish better and stronger."

-Anaheim AVE Student 22-23

”

# BREATHE HEALTHY LIVE MINDFULLY



Students helped to plan and participate in a county-wide event called Breathe Healthy, Live Mindfully focused on anti-vaping and mental health. The event was funded by CalOptima and created in partnership with other local health and anti-tobacco/vape organizations.

Thank you to Gilbert High School for hosting the event!

- Photo Booth
- Music Notes Performance (anti-vaping music duo)
- Dinner
- Art poster contest
- Resource Fair
- Games and activities hosted by local organizations
- Performance by Gilbert Students
- Presentations from Anaheim AVE Students





# BREATHE HEALTHY

## LIVE MINDFULLY



120+

Community members educated on the effects of vaping, AUHSD student research data, and local health resources.

14+

Local health and anti-vaping organizations in attendance such as CalOptima, OCDE, TUPP, Partners4Wellness, and more!

12

Anaheim AVE students recognized by TUPP with certificates and gift cards for their anti-vaping efforts in the community.



# STUDENT PROJECT GROUPS

In order to prepare for the Breathe Healthy, Live Mindfully Community Event, students collaborated in project groups throughout the Spring semester and presented their work in front of local organizations, community members, and AUHSD staff.

## EDUCATING OUR YOUTH

Students in this group created a presentation to share with students at Sycamore Junior High School. They facilitated a Saturday Academy and shared on the topics of the Flavor Ban and Effects of Vaping.

## TURNING DATA INTO INFORMATION

Students in this group created posters, a PSA video, brochure, and social media posts to spread the awareness of research done by CSUF and Anaheim AVE.

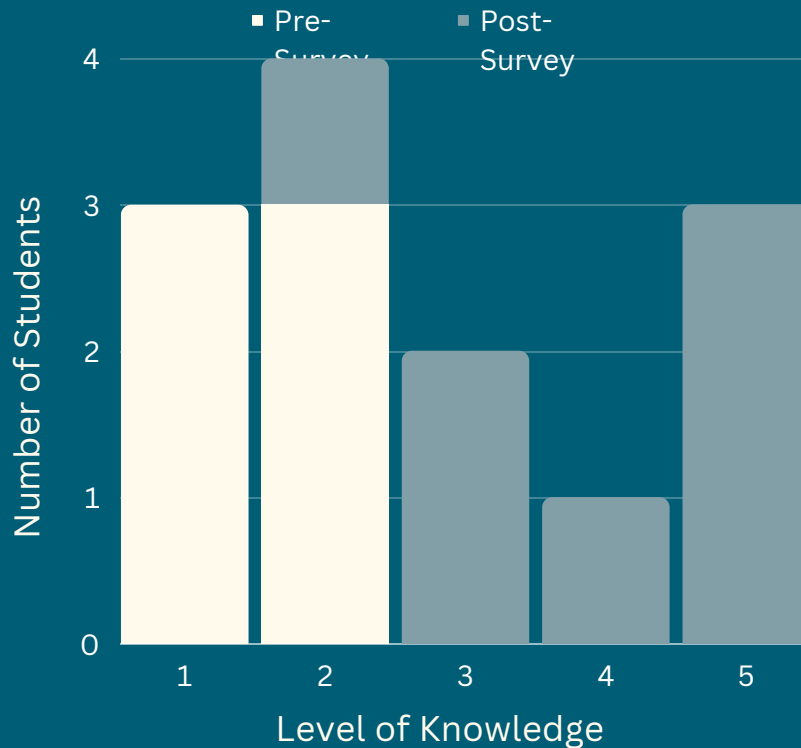
"I know for sure the BHLM was a huge accomplishment for us."

-Anaheim AVE Student 22-23

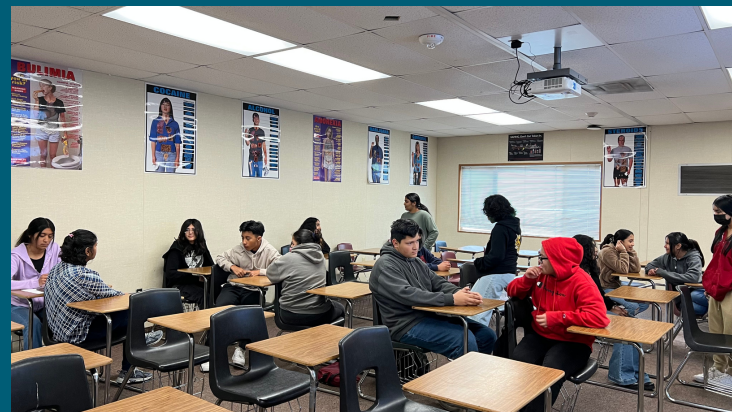
# EDUCATING OUR YOUTH



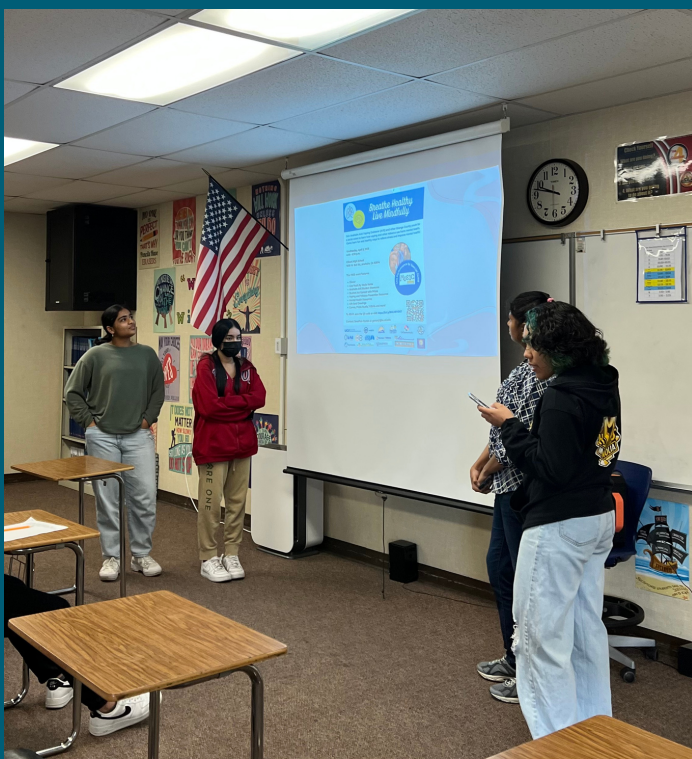
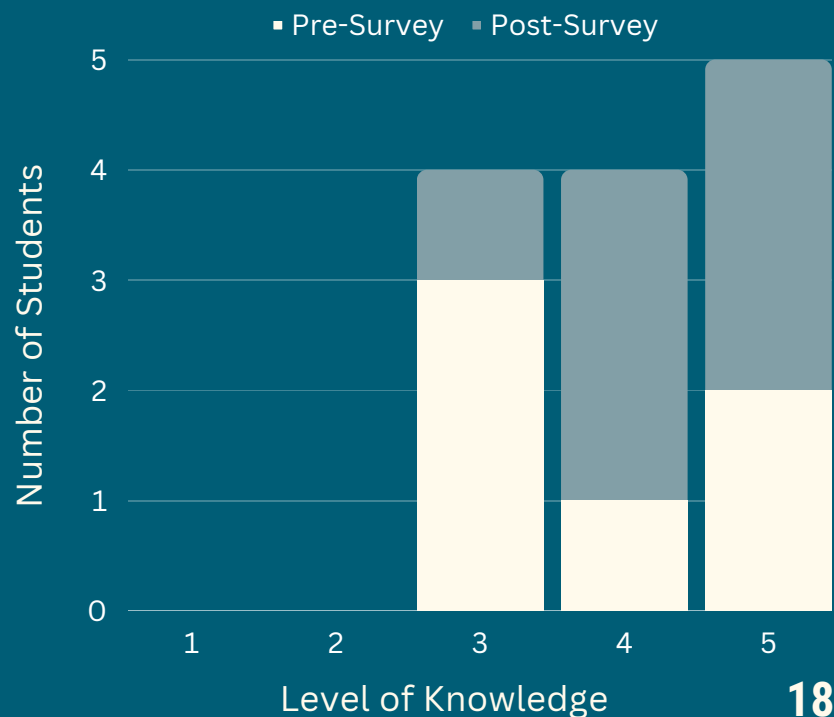
## *How knowledgeable are you about the Flavor Ban?*



Anaheim AVE students took pre and post-surveys of the Junior High students to measure the impact their presentation had on them.



## *How knowledgeable are you about the Effects of Vaping?*



# TURNING DATA INTO INFORMATION



Breathe Healthy | Live Mindfully

Booth RECAP  
-Topic  
-Goal  
-Work Products

Thank you!

## Topic

**Anti-Vape Efforts Amongst Students**

Our group targeted the importance of anti-vape education.



## Our Goal

Our goal is to initiate change within our communities through informing Orange County families about the consequences and frequency rates of vaping amongst the younger generation. We hope that our efforts result in the realization that vape addiction is a preventable issue.

Follow us on IG!



Account Name  
@Inhalave

The brochure was handed out at the Breathe Healthy, Live Mindfully event to OC community members. The Instagram was created to share resources with the community.

## Work Product

Here are the following methods we used to spread our message:

- Social Media**  
inhalave  
We posted graphics containing anti-vape information and statistics.
- Play**  
We enacted a play about the influences and consequences of youth vaping.
- Posters**  
We created posters that can be put up around schools and other public areas.



## Social Media Samples



View our Play here!  
<https://bit.ly/skitAVE>

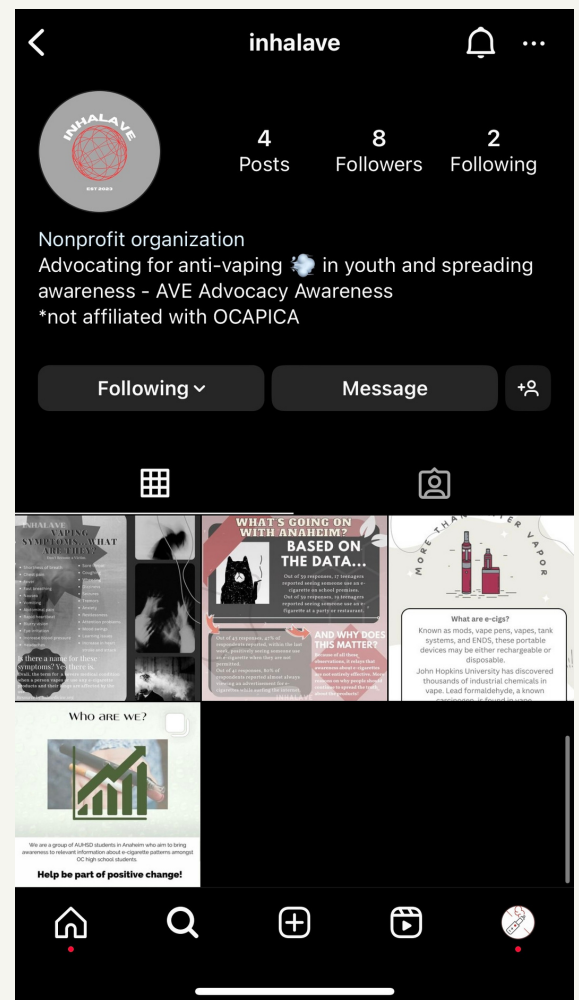
## RESOURCES

Interested in printing a poster? Visit the following links!



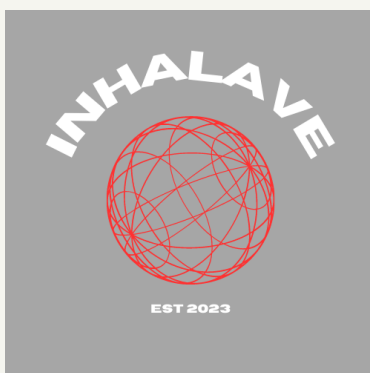
<https://bit.ly/postersAVE>

Nicotine Addiction Helpline:  
1-800-784-8669 [Nicotine]  
1-844-269-0979 [National Drug Helpline]  
<https://kickitca.org/> [Website To Help California Citizens Stop Smoking/Vaping]



Trifold brochure made by Audrey Nguyen (Oxford Academy, 10)

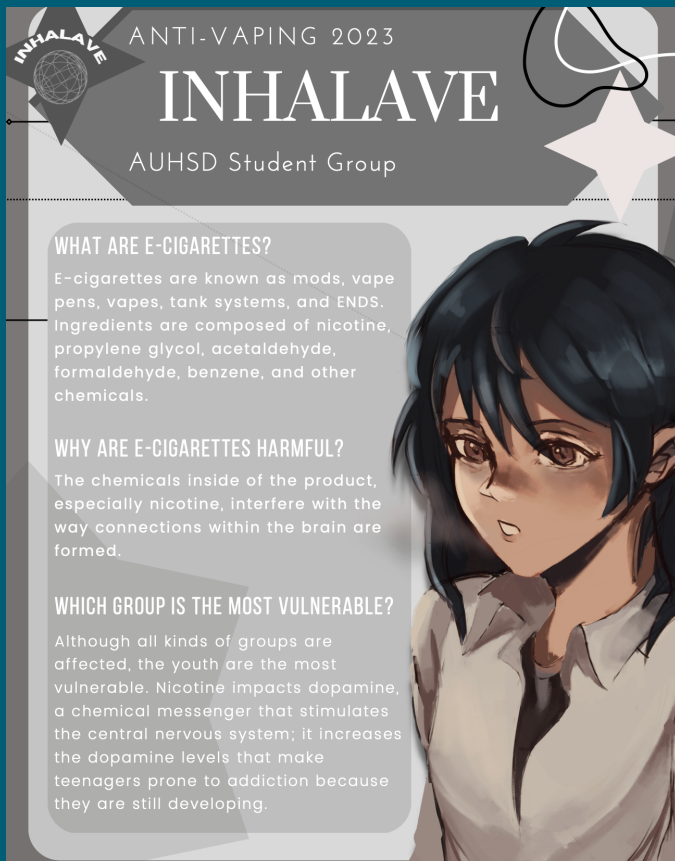
INHALAVE logo made by Janice Lee (Oxford Academy, 10)



Link to the PSA Video

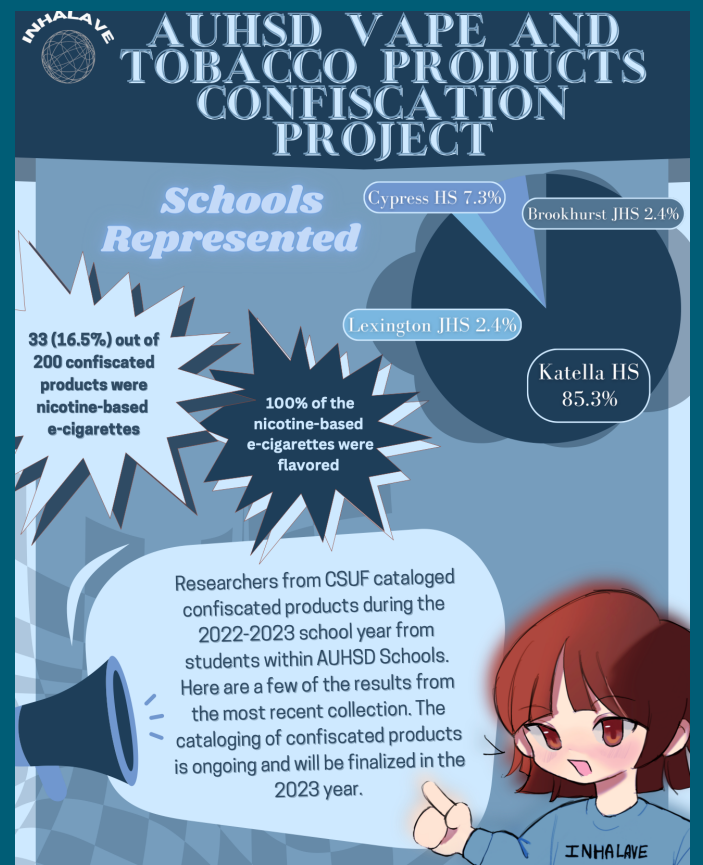


# TURNING DATA INTO INFORMATION



These posters were created by students to disseminate research data that was collected by the students in 2022 and CSUF researchers in 2023. They were presented at the community-wide Breathe Healthy, Live Mindfully event, ROOTED's Activism Showcase, and posted in AUHSD's District Office. They were seen by over 150 community members.

Posters created by  
Daniella Park (Cypress HS, 10) &  
Saena Lee (Cypress HS, 10)



# WORKSHOP HIGHLIGHTS



AUHSD students received a combination of trainings and workshops throughout the year from Anaheim AVE Program staff, OCAPICA Staff, Program Interns, and Local Organizations.

## ROOTED Workshop on Holistic Wellness and Boundaries



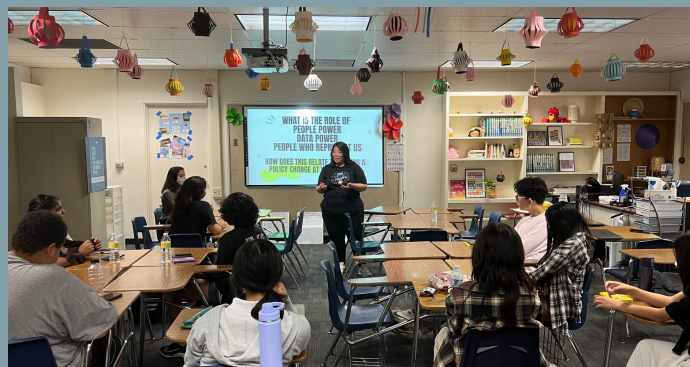
## OC Environmental Justice



## OCAPICA Intern Environmental Sustainability Presentation



## OCAPICA's Policy Team

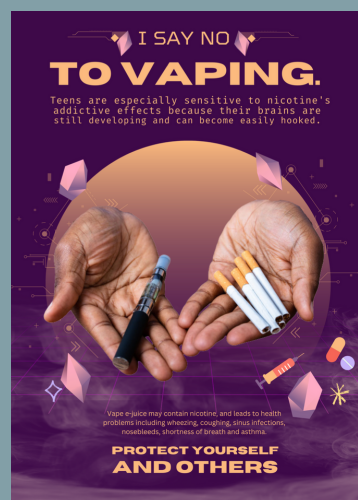


## TUPP Art Poster Contest

TUPP came in to facilitate an art poster contest focused on anti-vaping. Here are some examples from students.



## Don't Let Drugs Control You





# PROGRAM EVENTS



Outside of regular programming, students had the opportunity to attend extra events combined with OCAPICA's other youth program, ROOTED. Events consisted of fun celebrations, professional development opportunities, and community service.

## USC Tour



## Chapman University Tour



## Voice of Change



## Park Cleanup



## Winter Celebration



## Closing Celebration





# SENIOR SPOTLIGHT

## CLASS OF 2023



Below, we highlight students who have been a part of the program throughout 2021-2023, have graduated in Spring 2023, and are on to their colleges this Fall '23!



**Krisha Basrur**  
**UCLA, Fall '23**

"Reach for the unreachable.  
Hope in the hopeless. Push  
when pulled back."



**Jahkoyah Boyce**  
**SDSU, Fall '23**

"You only live once, but if you  
do it right, once is enough."  
- Mae West



**Jake Seo**  
**Vanderbilt University,**  
**Fall '23**



**Michael Flores**  
**Fullerton College, Fall '23**

"Don't give up just because you messed  
up. Always try even in the end it doesn't  
end the way you want it."  
- Michael Flores



**Vanessa Castellanos**  
**CSUF, Fall '23**

"Regret is pointless."  
- HS English Teacher



# ACKNOWLEDGEMENTS



A huge thank you to everyone who has been a part of Anaheim AVE's journey throughout 2021-2023.

## Program Coordinators

- Emily Park - OCAPICA Program Coordinator, Spring 22 - 23
- Jonathan Garzon - UCI Health Educator, Spring 22 - 23
- Diane Huynh - OCAPICA Program Coordinator, Spring - Fall 21
- Daniel Ramos - OCAPICA Program Coordinator, Spring - Fall 21

## VAMOS Team

- Sora Tanjasiri, DrPH, MPH - UCI, Spring 21 - 23
- Joshua Yang, DrPH, MPH - CSUF, Spring 21 - 23
- Cevadne Lee, MPH - UCI, Spring 21 - 23
- Melenaite Fifita - UCI, Spring 21 - 23
- Jonathan Garzon - UCI, Spring 22 - 23

## OCAPICA College Interns

- Thao Tran - CSULB, Spring 22
- Paola Lopez - UCI, Fall 22 - Spring 23
- Anthony Sitthisom - UCI, Fall 22 - Winter 23

## OCAPICA Youth Team/ AUHSD

- John Garino - OCAPICA Program Director
- Vicky Azevedo - AUHSD TUPE Coordinator, Spring 21 - 23



**THANK YOU**  
FOR YOUR CONTINUED SUPPORT WITH  
**ANAHEIM AVE**



**ANAHEIM AVE - @OCAPICAANAHEIMAVE**

**OCAPICA - @OCAPICA97**

**OCAPICA YOUTH - @OCAPICAYOUTH**

**OCAPICA**

12912 Brookhurst St., Garden Grove, CA 92840

[www.ocapica.org](http://www.ocapica.org)

**CONTACT**

[epark@ocapica.org](mailto:epark@ocapica.org)

Anaheim Union High School District  
Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

<b>School:</b>	Cypress High	<b>Date of Application:</b>	9/8/23
----------------	--------------	-----------------------------	--------

Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

**Name of proposed group:**

ASB Girls Flag Football

**Purpose of the group (Please describe thoroughly):**


The purpose of this group will be to support, enhance, and encourage the maintenance and growth of the CIF sport team of girls flag football program at Cypress High School. Funds generated from the club will be used to purchase equipment, supplies, tournaments, uniforms, and various other expenses need to run a competitive sports program.

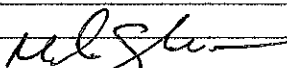
**Frequency of group meetings:**


Quarterly

**Proposed meeting day, time and location:**

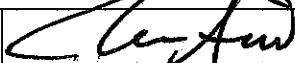
Day:	Monday	Time:	3:30pm	Location:	Fields
------	--------	-------	--------	-----------	--------

Applicant's Signature:	Emma Matlock 	Date:	9/8/23
Printed Name:	Emma Matlock		

Advisor's Signature:	Mark Slevcove 	Date:	9/8/23
Printed Name:	Mark Slevcove		

Principal's Signature:		Date:	9/13/23
Printed Name:	Jennifer Brown		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's		Date:	9/25/23
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Anaheim Union High School District  
Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**  
CLICK AND ENTER DATA

<b>School:</b>	Cypress High School	<b>Date of Application:</b>	08/28/2023
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

**Name of proposed group:**

ID8
-----

**Purpose of the group (Please describe thoroughly):**


ID8 is a transformative club that nurtures innovation and empowers future visionary leaders through entrepreneurial workshops, lectures, and discussions. The club emphasizes collaboration and creativity, refining business ideas through brainstorming sessions and discussions culminating in a "mock" pitch competition.
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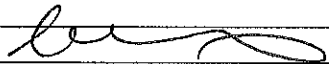
**Frequency of group meetings:**

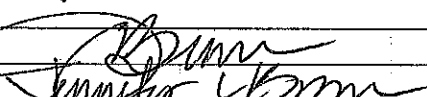
Biweekly
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**Proposed meeting day, time and location:**

Day:	Thursday	Time:	Lunch	Location:	Room 411
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Applicant's Signature:		Date:	08/28/2023
Printed Name:	Shriyans Ghosh		

Advisor's Signature:		Date:	8/28/23
Printed Name:	Ryan Rueter Ryan Rueter		

Principal's Signature:		Date:	8/30/23
Printed Name:	Jennifer Brown		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	9/25/23
	Dr. Jaron Fried		

Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District  
Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**  
CLICK AND ENTER DATA

<b>School:</b>	Cypress High	<b>Date of Application:</b>	August 22nd, 2023
----------------	--------------	-----------------------------	-------------------

Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

Society for Animals (SFA)

**Purpose of the group (Please describe thoroughly):**

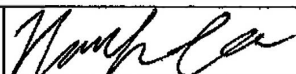
The purpose of SFA is to build a society dedicated to animals that are currently living in shelters. Our goal is to make the world a happier place, and in order for that to occur, we need our best friends to be happy. Dogs, cats, birds, snakes, monkeys, and every other animal existing, we want to bring notice to their situations and circumstances. We are going to do this by volunteering at local shelters, holding fundraisers and donations, and bringing awareness to their situation. We are hoping to gather all animal lovers and create a society that stands up and works for the existence of living creatures! One example we have is where people at school donates their old shirts for one hour worth of volunteering! Another example we have is promoting adoption and foster care from the animal shelters. The one example that we want to do most frequently is visiting the shelter and helping out! Through this event we can be helping the animals but also be getting volunteer hours. Our club has the whole board and advisors ready to take action!

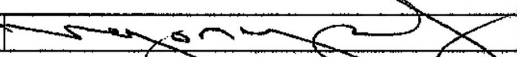
**Frequency of group meetings:**

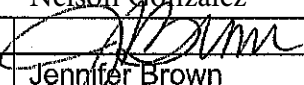
We are planning to meet every Monday during lunch.

**Proposed meeting day, time and location:**

Day:	Monday	Time:	During Lunch	Location:	Room 202
------	--------	-------	--------------	-----------	----------

Applicant's Signature:		Date:	August 22nd, 2023
Printed Name:	Hannah Lee		

Advisor's Signature:		Date:	8/24/2023
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Printed Name:	Nelson Gonzalez	
Principal's Signature:		Date: 9/13/23
Printed Name:	Jennifer Brown	

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date: 9/27/23
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Dr. Jaron Fried

Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District  
Education Division

**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

<b>School:</b>	<b>Magnolia High School</b>	<b>Date of Application:</b>	<b>08/22/23</b>
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

**AAA club (animal activist association)**

**Purpose of the group (Please describe thoroughly):**

**The purpose of this club is to bring animal lovers together and to uplift our community. Being able to help animal shelters (and our anaheim community) as much as we can. To also spread major awareness on what a difference it makes to donate/assist and support non-profit organizations that work with animals. To work with new students who love animals just as much as the club commissioners, and to create mutual respect and friendships. To create positive core values and mutual accountability with other students.**

**Frequency of group meetings:**

**Every 2 weeks on a Wednesday**

**Proposed meeting day, time and location:**

<b>Day:</b>	<b>Wednesda y</b>	<b>Time:</b>	<b>Lunch 12:43</b>	<b>Location</b>	<b>Room 401</b>
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Applicant's Signature:	<i>Ximena Hernandez Ximena Hernandez</i>	Date:	08-22-23
Printed Name:	Ximena Hernandez Ximena Hernandez		

Advisor's Signature:	<i>[Signature]</i>	Date:	08/22/23
Printed Name:	Daniel Lieu		

Daniel Lieu

Principal's Signature:	<i>[Signature]</i>	Date:	8/23/23
Printed Name:	Aaron Chau		

Aaron Chau

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	9/5/23
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Dr. Jaron Fried

**Following approval, the completed application will be returned to the school principal.**



Anaheim Union High School District / Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
 NON-CURRICULUM RELATED ORGANIZATION**

<b>School:</b>	Magnolia High School	<b>Date of Application:</b>	8/28/2023
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

**Name of proposed group:**

MAGNOLIA HIGH SCHOOL BAKING CLUB
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**Purpose of the group:**

The purpose of the baking club is to allow high school students to demonstrate their inner creativity by baking with a community. As well as selling baked goods to raise money for non-profit organizations.
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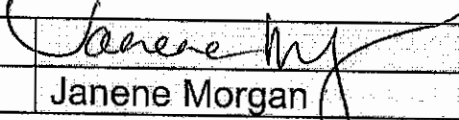
**Frequency of group meetings:**

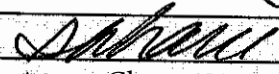
Two times a month
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**Proposed meeting day, time and location:**


Day:	Wednesday	Time:	12:43	Location:	403
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Applicant's Signature:		Date:	8/28/2023
Printed Name:	Jolie-Uyen Dang		

Advisor's Signature:		Date:	8/23/2023
Printed Name:	Janene Morgan		

Principal's Signature:		Date:	9/12/23
Printed Name:	Aaron Chau		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	9/27/23
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Dr. Jaron Fried

Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District  
Education Division

**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	08/14/2023
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

Black Student Union

**Purpose of the group (Please describe thoroughly):**

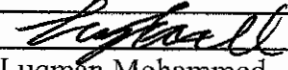
The BSU aims to foster socio-cultural awareness and appreciation for the Black community, the African continent, and the African diaspora. In compliance with the AUHSD mandate, Oxford Academy is working to revitalize its Black Student Union alongside the AUHSD Black Lives Matter Taskforce.

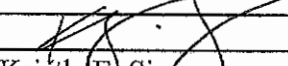
**Frequency of group meetings:**

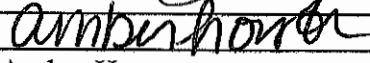
Weekly meetings that alternate between Board Meetings to plan, and General Meetings for club activities.

**Proposed meeting day, time and location:**

<b>Day:</b>	Friday	<b>Time:</b>	Lunch	<b>Location:</b>	Room 103
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<b>Applicant's Signature:</b>		<b>Date:</b>	9/06/2023
<b>Printed Name:</b>	Luqman Mohammed		

<b>Advisor's Signature:</b>		<b>Date:</b>	09/06/2023
<b>Printed Name:</b>	Kristle E. Siggson		

<b>Principal's Signature:</b>		<b>Date:</b>	9/08/2023
<b>Printed Name:</b>	Amber Houston		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

<b>Assistant Superintendent's Signature:</b>		<b>Date:</b>	9/25/23
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Dr. Jaron Fried

**Following approval, the completed application will be returned to the school principal.**

Anaheim Union High School District  
Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**  
CLICK AND ENTER DATA

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	September 11th, 2023
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

OA Film Society

**Purpose of the group (Please describe thoroughly):**

Oxford Academy Film Society is a community dedicated to spreading the influence of film and cinematic arts through weekly discussions on cinema, learning about the film-making process, developing screenplays, and understanding editing/production techniques.

**Frequency of group meetings:**

Weekly

**Proposed meeting day, time and location:**

<b>Day:</b>	Wednesday	<b>Time:</b>	11:50	<b>Location:</b>	Room 405, Oxford Academy
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<b>Applicant's Signature:</b>	<i>Nathan</i>	<b>Date:</b>	9/11/23
<b>Printed Name:</b>	Nathan Perera		

<b>Advisor's Signature:</b>	<i>Elizabeth</i>	<b>Date:</b>	9/11/23
<b>Printed Name:</b>	Elizabeth Hind		

<b>Principal's Signature:</b>	<i>Amber Houston</i>	<b>Date:</b>	9/11/2023
<b>Printed Name:</b>	Amber Houston		

Amber Houston

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

<b>Assistant Superintendent's Signature:</b>	<i>Dr. Jaron Fried</i>	<b>Date:</b>	9/15/23
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Dr. Jaron Fried

**Following approval, the completed application will be returned to the school principal.**

Anaheim Union High School District  
Education Division

**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

<b>School:</b>	Oxford Academy	<b>Date of Application:</b>	September 11, 2023
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

**Name of proposed group:**

Oxford Academy Video Game Development Club

**Purpose of the group (Please describe thoroughly):**

To create a video game by simulating a game development studio. We will create art assets in Photoshop, compose game soundtracks in MuseScore, program scripts in C#, and develop a plot. We will implement these aspects into our game using Unity software.

**Frequency of group meetings:**

Once Every Week

**Proposed meeting day, time and location:**

<b>Day:</b>	Wednesday	<b>Time:</b>	11:50 AM - 12:15 PM	<b>Location:</b>	Room 300
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<b>Applicant's Signature:</b>	<i>Joseph Lee</i>	<b>Date:</b>	9-11-23
<b>Printed Name:</b>	Joseph Lee		

<b>Advisor's Signature:</b>	<i>Christina Choi-Siems</i>	<b>Date:</b>	9/11/23
<b>Printed Name:</b>	CHRISTINA CHOI-SIEMS		
	Christina Choi-Siems		

<b>Principal's Signature:</b>	<i>Amber Houston</i>	<b>Date:</b>	9/19/23
<b>Printed Name:</b>	Amber Houston		
	Amber Houston		

Send signed form to #15, Assistant Superintendent/Education, for approval.

<b>Assistant Superintendent's Signature:</b>	<i>Dr. Jaron Fried</i>	<b>Date:</b>	9/23/23
	Dr. Jaron Fried		

Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District  
Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**  
CLICK AND ENTER DATA

<b>School:</b>	Orangeview	<b>Date of Application:</b>	August 23, 2023
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

**Name of proposed group:**

Card Club

**Purpose of the group (Please describe thoroughly):**


This club is designed to foster communication, critical thinking and collaboration. Students will learn/play trading card games, trade cards and discuss anything trading card related!

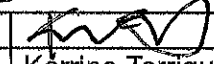
**Frequency of group meetings:**


1-2 times a week

**Proposed meeting day, time and location:**

Day:	M/Th	Time:	M: lunch Th: 2:30	Location:	Room 35
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Applicant's Signature:		Date:	8/23/2023
Printed Name:	Yousif Al Rikabi		

Advisor's Signature:		Date:	8/23/2023
Printed Name:	Korrine Terriquez		

Principal's Signature:		Date:	8/31/23
Printed Name:	Bindi Crawford		

Send signed form to #15, Assistant Superintendent/Education, for approval.

Assistant Superintendent's Signature:		Date:	9/25/23
	Dr. Jaron Fried		

Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District  
Education Division  
**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**  
CLICK AND ENTER DATA

<b>School:</b>	Orangeview	<b>Date of Application:</b>	8/24/2023
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

C.R.O.W.N.

**Purpose of the group (Please describe thoroughly):**

C.R.O.W.N will promote civic engagement for young women of Orangeview JHS. Members will participate in community service, become an advocate for their community, gain opportunities to become leaders within our school community, and participate in club bonding events.

**Frequency of group meetings:**

First and third Wednesdays of the month

**Proposed meeting day, time and location:**

<b>Day:</b>	Wed	<b>Time:</b>	Lunch	<b>Location:</b>	Room 10
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<b>Applicant's Signature:</b>	<i>Shelly Pulido</i>	<b>Date:</b>	8/24
<b>Printed Name:</b>	Shelly Pulido Shelly Pulido		

<b>Advisor's Signature:</b>	<i>M. Nelson</i>	<b>Date:</b>	8/24/2023
<b>Printed Name:</b>	Mackenzie Nelson Mackenzie Nelson		

<b>Principal's Signature:</b>	<i>Bindi Crawford</i>	<b>Date:</b>	8/24/2023
<b>Printed Name:</b>	Bindi Crawford		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

<b>Assistant Superintendent's Signature:</b>	<i>Dr. Jaron Fried</i>	<b>Date:</b>	9/25/23
	Dr. Jaron Fried		

**Following approval, the completed application will be returned to the school principal.**

Anaheim Union High School District  
Education Division

**APPLICATION FOR STUDENT-INITIATED,  
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

<b>School:</b>	Orangeview	<b>Date of Application:</b>	09/05/2023
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

**To apply for status as a student-initiated, non-curriculum group, complete the following:**

**Name of proposed group:**

Young Leaders Club

**Purpose of the group (Please describe thoroughly):**

To assist students become leaders in the community. They will learned about leadership, budgeting, advocacy, communication skills, and more through workshops, activities, and field trips.

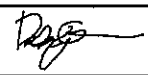
**Frequency of group meetings:**


1x per week

**Proposed meeting day, time and location:**

Day:	Wednesdays	Time:	12:15-12:45	Location:	Room 12
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Applicant's Signature:	Josiah Cholula	Date:	09/04/23
Printed Name:	Josiah Cholula		

Advisor's Signature:		Date:	09/05/2023
Printed Name:	Delaney Couso		

Principal's Signature:		Date:	9.11.23
Printed Name:	Bindi Crawford		

**Send signed form to #15, Assistant Superintendent/Education, for approval.**

Assistant Superintendent's Signature:		Date:	9/28/23
	Dr. Jaron Fried		

**Following approval, the completed application will be returned to the school principal.**  
Education/Non-Curriculum Related Organization/Rev. 04/11

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

**RESOLUTION FOR PROCUREMENT OF VARIOUS TELECOMMUNICATIONS  
EQUIPMENT, SOFTWARE, AND OTHER RELATED ELECTRONIC EQUIPMENT AND  
APPARATUS AND SERVICES**

**RESOLUTION NO. 2023/24-B-05**

October 12, 2023

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 various telecommunications equipment, software, and other related electronic equipment and apparatus and services 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 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, data related equipment, software, and services; and

**WHEREAS**, the District intends on procuring data services; cybersecurity services; data cabling/cabling services; wireless equipment and services; switching equipment and services; infrastructure equipment and services (collectively, "Telecommunications Equipment and Related Services"); and

**WHEREAS**, the procurement of the Telecommunications Equipment and Related Services will be funded in part by the Schools and Libraries Division of the Federal Communications Commission as part of the "E-Rate" Universal Service Fund; and

**WHEREAS**, the District finds that the Telecommunications Equipment and Related 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 of the Telecommunications Equipment and Related 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 the Telecommunications Equipment and Related 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 contracts for the procurement of Telecommunications Equipment and Related 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.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on October 12, 2023, 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 12<sup>th</sup> day of October 2023, 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 12<sup>th</sup> day of October 2023.

---

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

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

**Great American Smokeout/Escape the Vape Day**

**RESOLUTION NO. 2023/24-E-09**

October 12, 2023

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

**WHEREAS**, the Great American Smokeout/Escape the Vape Day will be celebrated in every community, every year in America on the third Thursday of November; and

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

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

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

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Anaheim Union High School District hereby supports November 16, 2023, as the Great American Smokeout/Escape the Vape Day in the District and encourages its teachers, administrators, classified employees, and all staff to use the date to help people make a plan to quit, or plan in advance and quit smoking that day by publicizing the need to quit, pressing for laws that control tobacco use and, discouraging teens from starting while supporting people who want

**Resolution No. 2023/24-E-09**

to quit, making a visible statement that, as employees of the District, we are strongly committed to win the war against tobacco, tobacco products, and nicotine.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on October 12, 2023, 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 12<sup>th</sup> day of October 2023, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12<sup>th</sup> day of October 2023.

---

Michael B. Matsuda  
Superintendent and Secretary,  
Board of Trustees

**Business and Non Instructional Operations**

The Governing Board recognizes that animals contribute to the District's instructional program by being effective teaching aids to students and by assisting individuals with disabilities to access District programs and activities. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

The superintendent or designee shall develop rules and procedures to ensure that when animals are brought to school the, health, safety, and welfare of students, staff, and the animals are protected. However, the District assumes no liability for the safety of animals allowed on District property. Animals, insects and/or reptiles of any kind are not permitted on District property and/or facilities, unless the owner, sponsor, or responsible parties have followed the rules and procedures developed by the superintendent or designee.

Animals, insects and/or reptiles of any kind are not permitted on District property and/or facilities, unless the owner, sponsor, or responsible parties have followed the rules and procedures developed by the superintendent or designee.

Board of Trustees

Approved: TBD

B

**ANAHEIM UNION HIGH SCHOOL DISTRICT SERVICE ANIMAL REQUESTS**

All requests to bring a service animal to a school property and/or facility and/or school function must be made in writing, 10 business days prior to the date the service animal will be brought to \_\_\_\_\_ (School). This request is made on \_\_\_\_\_ (Date).

Please indicate your request for service animals:

- ☐ 1. Service animal request on behalf of a student (AR 91105(6163.2)-R)
- ☐ 2. Service animal request by a member of the public (AR 91105(6163.2)-R)
- ☐ 3. Service animal request by a staff member (AR 91105(6163.2)-R)

The superintendent or designee shall, in accordance with this policy, confirm that the animal is a service animal and shall provide the student's parents, member of the public, or staff member with a copy of this policy and require the student's parent(s), member of the public, or staff member to acknowledge in writing that the parent(s), member of the public, or staff member has received a copy of the policy, the parent(s), member of the public, or staff member understands the contents of the policy, and the parent(s), member of the public, or staff member agrees to comply with the policy. As part of the approval process, the student's parent(s), member of the public, or staff member must provide proof that the service animal has received all required vaccinations.

The superintendent or designee shall review and approve or deny requests to bring a service animal to school property and/or facility and/or school function on a case-by-case basis.

The superintendent or designee shall give such permission to bring a service animal to school property and/or facility and/or school function only after he/she has provided written notification to all parents/guardians of students in the affected class(es) and staff in the affected class(es), asking them to verify whether their child or if they have any known allergies, asthma, or other health condition that may be aggravated by the service animal's presence. When an individual has provided notification that his/her child or the staff member has provided notification that he/she has an allergy, asthma, or other health condition that may be aggravated by the service animal, the superintendent or designee shall take appropriate measures to protect the student or staff member from exposure to the service animal. Allergies and fear of dogs are not valid reasons for denying access or refusing service to individuals using service animals. When an individual whose health is aggravated by the service animal's presence and an individual who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a school cafeteria, both individuals should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.

When practically possible, the member of the public requesting to bring a service animal to a school property and/or facility and/or school function is encouraged to make the request in writing 10 business days prior to the date the member of the public plans to bring the service animal; however, the individual cannot be required to provide this advance written notice in order to bring a service animal to a school property and/or facility and/or school function. The written notice may be provided to the superintendent or designee.

### **RESPONSIBILITIES OF INDIVIDUAL WITH A DISABILITY/HANDLER**

1. All animals must be treated for, and kept free of, fleas and ticks and other pests.
2. All animals must be kept clean to avoid shedding and dander.
3. The owner/handler of the animal is liable for any harm or injury caused by the animal to other students, staff, visitors, and/or property. (Civil Code 54.2).
4. All animals must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the animal's safe, effective performance of work or tasks, in which case the animal must be otherwise under the handler's control.
5. The owner/handler of the service animal is responsible for the care and conduct of the service animal at all times. The District is not responsible for the care or supervision of the service animal, such as walking the animal or responding to the animal's need to relieve itself. The owner/handler of the service animal must always carry equipment sufficient to clean up the animal's waste, immediately remove the waste, and be responsible for the proper disposal of the animal's waste.
6. Issues related to the care and supervision of service animals will be addressed on a case-by-case basis at the discretion of the superintendent or designee. Students with service animals are expected to care for and supervise their animal. In the case of a young child or a student with disabilities who is unable to care for or supervise the service animal, the student's parents are responsible for providing care and supervision of the animal.
7. If the request is for a service dog, the person making the request must provide annual proof of the vaccinations required in California and Orange County.
8. If the request is for a service miniature horse, the person making the request must provide annual proof of the vaccinations required in California and Orange County.

### **REMOVAL OF A SERVICE ANIMAL**

1. The superintendent or designee may ask any individual who brings a service animal to a school property and/or facility and/or school function to remove the service animal if any one of the following circumstances occurs:
  - a. The animal is out of control and the animal's handler does not take effective action to control it;

- b. The animal is not housebroken; and/or
- c. The animal's presence would pose a "direct threat." Pursuant to 28 CFR 35.104, a direct threat is defined as a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services.

2. When an individual's service animal is excluded, he/she shall be given an opportunity to participate in the service, program, or activity without having the service animal present. (Education Code 39839; Civil Code 54.2; 28 CFR 35.136).

I have read and agree to the terms above.

Parent/Guardian, Public, Staff Member (Print)    On behalf of Student Name

\_\_\_\_\_  
\_\_\_\_\_  
Parent/Guardian, Public, Staff Member

(Signature) Date \_\_\_\_\_

Board of Trustees  
Approved: TBD  
B



## ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("DebtBook") is pleased to provide the customer executing below ("Customer") with the Services subject to the terms established in this Order Form, including DebtBook's pricing document attached as **Exhibit A** and incorporated herein by this reference (the "DebtBook Quote").

The Services are subject to DebtBook's General Terms & Conditions, which have been provided to Customer (the "Terms & Conditions"), the Incorporated Documents referenced in the Terms & Conditions, and any additional terms set forth in **Exhibit B** to this Order Form (the "Customer Terms"), which, together with this Order Form and any other Order Form in effect from time to time, constitute the complete "Agreement" between the parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form.

Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

**Effective Date; Initial Term.** The Effective Date of this Order Form will be the date indicated beneath the Customer's signature below unless a specific Effective Date is set forth in the Customer Terms. This Order Form will remain in effect for the Initial Term indicated in the DebtBook Quote.

**Services.** The DebtBook Quote sets forth the Services to be provided to Customer under this Order Form, including the specific Products to be provided to Customer through its access to the Application Services.

**Fees.** DebtBook will charge Customer a recurring Subscription Fee as set forth in the DebtBook Quote for Customer's access to the Onboarding Services, the Application Services, and the Support Services. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

**Billing.** Unless otherwise provided in the Customer Terms, (1) all Fees will be due and payable annually and subject to the payment terms set forth in the Terms & Conditions, and (2) each invoice will be emailed to Customer's billing contact indicated in the DebtBook Quote.

**Notices.** Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the DebtBook Quote and, if to DebtBook, the address below DebtBook's signature below.

**Authority; Execution.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

ANAHEIM UNION HIGH SCHOOL DISTRICT, CA

By: Chris Hendrix  
Name: Chris Hendrix  
Title: VP of Sales

By: Nancy Nien  
Name: Nancy Nien  
Title: Asst. Supt. of Business

**Notice Address**

PO Box 667950  
Charlotte, NC 28266  
Attention: Chief Operating Officer  
legal@debtbook.com

Date: 9-15-23

**Exhibit A**  
**DebtBook Quote**

[See attached.]

# Anaheim Union High School District, CA

## Anaheim Union High School District (Orange County), CA

Anaheim , CA

US

### Joseph Carmona

carmona\_jo@auhsd.us

714-999-3589

### Karen Orr

orr\_k@auhsd.us

(714) 999-5677

Quote created: September 8, 2023

Quote expires: December 7, 2023

Quote created by: Wade Maxey

Senior Account Executive

wade.maxey@debtbook.com

### Comments from Wade Maxey

The Initial Term of this Order Form is one year. The Application Services purchased under this Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and the Implementation Services option indicated below. All invoices will be emailed to the Customer's billing contact at the following address: carmona\_jo@auhsd.us.

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 3 - Lease & Subscription	23LSST3-	1	\$15,000.00	\$15,000.00 /year
DebtBook's lease management and SBITA	2		/year	for 1 year
management software-as-a-service				
application provided, if applicable, to				
Customer through access to the Application				
Services.				
2023 Tier 3 - Lease & Subscription	23LSGI3-	1	\$0.00	\$0.00
Guided Implementation	2			BOT - 3

**Questions? Contact me**



Wade Maxey

Senior Account Executive

[wade.maxey@debtbook.com](mailto:wade.maxey@debtbook.com)

**Exhibit B**

**Customer Terms**

The additional terms set forth below constitute "**Customer Terms**" for all purposes of the Agreement and apply to the Products and Services purchased under this Order Form.

## DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

### 1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

**"Governing State"** means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

**"Government Entity"** means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

**"Implementation Services"** means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

**"Incorporated Documents"** means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**"Initial Term"** means the Initial Term established in the Order Form.

**"Onboarding Services"** means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

**"Order Form"** means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

**"Premium Implementation Services"** means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

**"Pricing Tier"** means, if applicable, Customer's pricing tier for each Product as of the date of determination.

**"Privacy Policy"** means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

**"Products"** means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

**"Renewal Term"** means any renewal term established in accordance with the terms of the Agreement.

**"Services"** means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

**"SLA"** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

**"Support Services"** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**"Term"** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**"Usage Policy"** means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the

Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

### 3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. Unless the Customer requests Premium Implementation Services in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services at no additional charge. At Customer's request, DebtBook will provide Customer with Premium Implementation Services for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, a "Premium Implementation Period"). Customer may request Premium Implementation Services at any time during the Term. If Premium Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the Pricing Tier at the beginning of the Premium Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Premium Implementation Period or (2) the date on which Customer requests Premium Implementation



Services for such Premium Implementation Period, and will entitle Customer, in each case, to Premium Implementation Services through the end of the Premium Implementation Period then in effect.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

#### 4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the “Fees”). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's Prompt Payment Act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

#### 5. Confidential Information.

(a) From time to time during the Term, either party (the “Disclosing Party”) may disclose or make available to the other party (the “Receiving Party”) information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as “confidential”, or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, “Confidential Information”). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, “Confidential Information” expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects

to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or

misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

- (ii) Customer may terminate the Agreement in accordance with the SLA;
  - (iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;
  - (iv) If Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or
  - (v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.
- (c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding,

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages

or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement ("Agreement") is made as of the 1<sup>st</sup> day of October, 2023, between the Anaheim Union High School District ("District") and **Fairmont Schools Inc.** ("Contractor") (each a party, collectively, "Parties").

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, the District is in need of such special services and advice; and

**WHEREAS**, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District outside the usual course of the District's business; and

**WHEREAS**, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to the District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. The Contractor will provide the Services to the District during the Term.
2. **Term.** The term for services pursuant to this Agreement is from October 1, 2023 through June 30, 2024.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:
  - X Signed Agreement
  - X Insurance Certificate(s) and Endorsements (Section 10)
  - Criminal Background Investigation Certification(s) (Section 16)
  - W-9 Form
4. **Compensation.** Contractor agrees to pay the District for Services satisfactorily rendered pursuant to this Agreement a total fee of **\$120/Hr. (Weekdays)** and **\$140/Hr. (Weekends)**, with no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the Contractor receives an invoice from District for Services actually completed.

5. **Independent Contractor.** Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.
6. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Standard of Care.** Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.
8. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. The Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
10. **Insurance.**
  - 10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
    - 10.1.1 General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.



10.1.2 Is this Contractor interacting with students? Yes No **X** For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation Insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary Insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)



Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made Insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

**10.2 Other Insurance Provisions.** The District shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the Contractor and approved by the District. The Certificates and Insurance policies shall include the following:

10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after the date of mailing notice."

10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.

10.2.4 Policies Primary and Noncontributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

11. **Compliance With Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, District shall notify the Contractor, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If District performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the Contractor of the violation, District shall bear all costs arising therefrom.
12. **Permits/Licenses.** District and all District's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
13. **Safety and Security.** District is responsible for maintaining safety in the performance of this Agreement. The Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
16. **Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such

has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
18. **Termination.** The 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 Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
19. **Limitation of District Liability.** The Contractor's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
20. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District**

Anaheim Union High School District  
Attn: Dr. Nancy Nien, CBO  
Copy: Scott Sangren  
501 N. Crescent Way  
Anaheim, CA 92801  
Phone: (714) 999-3555  
Email: Nien\_N@auhsd.us

**Contractor**

~~Fairmont Schools Inc.~~  
Attn: ~~Diane Mayfield~~  
Address: 1575 W. Mable st.  
Anaheim, Ca. 92802  
Phone: (714) 234-2729  
Email: dmitobe@fairmontschools.com

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
23. **Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Anaheim Union High School District**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Nancy Nien

Its: Assistant Superintendent, Business

**Fairmont Schools Inc.**

Date: 9/26/2023

By: Diane Mayfield

Print Name: Diane Mayfield

Its: \_\_\_\_\_

### **EXHIBIT A**

**Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:**

The DISTRICT, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the CONTRACTOR for the transportation of **Falmont Schools Inc.** students when the DISTRICT has available extra school buses and licensed school bus drivers.



**NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL  
RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

**The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.**

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**CERTIFICATION BY CONTRACTOR**

To the Board of Trustees of the Anaheim Union High School District:

I, Diane Mayfield, am the Transportation manager of Fairmont Schools Inc.  
Name of Individual Title Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.
3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Anaheim, California on 9/26/23.

Date

Diane Mayfield  
Signature

Diane Mayfield  
Typed or Printed Name

Transportation Manager  
Title

Fairmont Schools INC.  
Name of Contractor

1575 W. Mable St, Ana 92802  
Address

(714) 234-2729  
Telephone Number

transportation@fairmontschools.com  
Email Address

**Fullerton College**  
**Learning-Aligned Employment Program**  
**Employer Agreement**

The Learning-Aligned Employment Program (LAEP) offers eligible students at participating California public colleges and universities the opportunity to earn money to help defray their educational costs while gaining education-aligned, career-related employment. Please visit [www.csac.ca.gov/laep](http://www.csac.ca.gov/laep) for more information and resources.

Per CEC 69958(b), once the public postsecondary educational institution has identified a learning-aligned employment position, the employer and the institution shall execute a written agreement that confirms the employer's eligibility to participate in the program and its willingness to comply with all program requirements and specifies the responsibilities of each of the parties. The agreement shall be subject to annual renewal by mutual agreement of the institution and the employer.

The agreement shall be subject to the availability of funds to the institution for the portion of the student's compensation not to be paid by the employer.

This Employer Agreement (Agreement) is between **Fullerton College** (Institution) and **Anaheim Union High School District** (Employer).

Effective Date: **9/1/2023** Termination Date: **6/30/2024\***

\*May be terminated sooner by either party, and/or when State funding is exhausted. See final paragraph at end of document.

### **Eligible Employers**

The following entities are eligible to employ students participating in LAEP:

- Research centers and institutions operated by public postsecondary educational institutions, if their learning-aligned employment opportunities provide participating students with direct opportunities to participate in the research that is undertaken by the respective research centers and institutions.
- Public schools operated by school districts, county superintendents of schools, the Department of the Youth Authority, or the department [of Education].
- Nonsectarian, nonpolitical organizations or corporations, whether nonprofit or for-profit enterprises licensed to conduct business in the state, if they are capable of providing participating students with full-time employment opportunities, or opportunities to connect with other employers capable of providing participating students with full-time employment opportunities, within their areas of study after graduation.

### **Evaluation of the LAEP Position**

The following required conditions must be met for the duration of the Agreement for all LAEP student participants. Each learning-aligned employment position shall be reviewed by the appropriate institutional staff to determine whether it satisfies all of the following conditions:

- a. The position is educationally beneficial or related to a particular career interest or the exploration of career options available to students at the Institution.



- b. The work performed by the student shall not be related to the activities of any sectarian organization or to any partisan or nonpartisan political activities.
- c. The employment of a learning-aligned employment student shall not displace workers currently employed by the Employer or impair existing contracts for services.
- d. The learning-aligned employment position shall not violate any applicable collective bargaining agreements or fill any vacancies due to a labor dispute.
- e. The student shall be paid at a comparable rate to that paid for comparable positions within the Employer. If the employing organization has no comparable position, the student shall be paid at a rate comparable to that paid by other organizations in the field for work involving comparable duties and responsibilities. The positions shall be compared on the basis of the nature of the work performed and the background and skills required for the position, and not upon the employee's part-time or student status.
- f. The number of hours of learning-aligned employment the student is allowed to work shall be determined by the Institution in accordance with its standards and practices, taking into consideration the extent of the student's financial need and the potential harm of the combination of work and study hours on a student's satisfactory academic progress. The Employer shall provide the Institution with an accurate accounting of hours worked and wages earned, and shall provide the Institution with invoices on a regular basis for the wages earned, as well as any benefits paid by the Employer.
- g. The total compensation received by the student pursuant to LAEP shall not exceed the total amount authorized by the Institution.
- h. The Employer shall provide the student with reasonable supervision.
- i. LAEP funds shall not supplant any state, federal, or institutional funds used to support existing paid positions for students in for-profit or nonprofit organizations.

Campus employers only: Research centers and institutions operated by the Institution may employ LAEP students if their learning-aligned employment opportunities provide participating students with direct opportunities to participate in research. As with any LAEP position, a student shall only be placed in an educationally beneficial position that relates to the student's area of study, career objective, or the exploration of career objectives.

In general, students are not permitted to work in LAEP positions during scheduled class times. Exceptions are permitted if an individual class is cancelled, if the instructor has excused the student from attending for a particular day, and if the student is receiving academic credit for class time spent in a LAEP position. Any such exemptions must be documented.

### **Change in Status**

A student's eligibility for LAEP will be reevaluated a minimum of once each academic term. If a student's status in areas that affect their eligibility has changed, continued eligibility for the program must be confirmed and, if appropriate, the student's participation in the program must be adjusted.

The Institution is responsible for monitoring each LAEP student participant's continued eligibility and for communicating any change in eligibility status to the Employer in a time frame which allows the Employer to make necessary adjustments.

### **Interview and Job Placement**

Following execution of the Employer Agreement, the Employer may interview prospective students. The Institution shall provide the Employer and each applicant for the learning-aligned employment position with adequate information to facilitate the student's potential employment.

A student shall only be placed in an educationally beneficial position that relates to the student's area of study, career objective, or the exploration of career objectives.

If the requirements specified above have been met, the Employer may indicate their hiring preferences.

The Employer shall not discriminate between applicants on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code, or subject any applicant to any other discriminatory practices prohibited by state or federal law.

### **Workers Compensation Coverage**

**Anaheim Union High School District** shall provide Workers Compensation Insurance coverage for students participating in this Program.

### **Indemnification**

To the fullest extent allowed by law, **Anaheim Union High School District** shall defend, indemnify, and hold Fullerton College/North Orange County Community College District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("DISTRICT") harmless from any and all claims, demands, negligence (including the active or passive negligence of DISTRICT as allowed by law), causes of action, costs, expenses, liabilities, losses, damages (including attorney's fees and other related costs and expenses), injuries, fines, and penalties, whether in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, which in any way arise, in whole or in part, from 1) any acts, omissions, negligence or willful misconduct of **Anaheim Union High School District** or anyone acting behalf of **Anaheim Union High School District**, 2) the performance of the Services by **Anaheim Union High School District** or anyone acting on behalf of **Anaheim Union High School District**, and 3) **Anaheim Union High School District's** breach of this Agreement. The only limitations on this provision shall be those imposed by law, including Civil Code § 2782, if applicable. **Anaheim Union High School District's** defense obligations, as out- lined in this paragraph, (with counsel approved by DISTRICT), shall arise immediately upon tender of any DISTRICT, notwithstanding whether liability is, can be, or has yet been established.

### **Insurance Requirements**

During the term of this Agreement, at **Anaheim Union High School District's** sole cost and expense, **Anaheim Union High School District** agrees to procure and maintain the following insurance:

- a. Commercial General Liability Insurance in the minimum amount \$1,000,000 per occurrence and \$3,000,000 in general aggregate, including coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent **Anaheim Union High School District's** liability. DISTRICT shall be named as additional insureds with respect to liability arising out of the Services performed by or on behalf of the **Anaheim Union High School District** under this Agreement. The policy shall contain a severability of interests/cross liability clause or language stating that **Anaheim Union High School District's** insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Workers' Compensation Insurance: Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. **Anaheim Union High School District** must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- c. **Anaheim Union High School District Insurance Primary**: For any claims related to this Agreement, the **Anaheim Union High School District's** insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by DISTRICT shall be excess of the **Anaheim Union High School District's** insurance and shall not contribute with it.

### **Waiver of Subrogation.**

**Anaheim Union High School District** hereby grants to DISTRICT, a waiver of any right to subrogation which any insurer of said **Anaheim Union High School District** may acquire against the DISTRICT by

virtue of the payment of any loss under such insurance. **Anaheim Union High School District** shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the DISTRICT have received a waiver of Subrogation endorsement from the insurer.

### **Acceptability of Insurers**

Unless otherwise acceptable to DISTRICT, all insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, or approved by the Surplus Lines Association to do business in California.

### **Verification of Coverage.**

**Anaheim Union High School District** shall furnish the DISTRICT with original Certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this Agreement. All Certificates and endorsements are to be received and approved by the DISTRICT before commencement of the Services. However, failure to obtain the required documents prior to the commencement of Services shall not waive the **Anaheim Union High School District's** obligation to provide them. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these Specifications, at any time.

### **Waivers, Modifications, or Changes**

Any modification or waiver of the insurance requirements herein shall be made only with the written approval of DISTRICT. Not more frequently than annually, if in the opinion of DISTRICT, the amount of the foregoing insurance coverages is not adequate or the type of insurance or its coverage adequacy is deemed insufficient, **Anaheim Union High School District** shall amend the insurance coverage as required by DISTRICT.

### **Resolution Procedures**

Any dispute that either Party may have regarding this Agreement shall be submitted to DISTRICT within 30 days of the occurrence which gave rise to the dispute. District and **Anaheim Union High School District** shall attempt to negotiate a resolution of such dispute and process an amendment to this Agreement to implement the terms of such resolution. If the dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any un-resolved controversy or claim arising out of or relating to this Agreement, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper Jurisdiction in Orange County, CA.

### **Confidential Information**

Both Parties may receive information that is proprietary to or confidential to the other Party or its affiliated companies and their SITES. Both Parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law.

### **Addendum**

The following information specific to each individual student participant will be included in LAEP Student Participation Addendum(s) and will supplement this agreement. The Employer must provide to the Institution an Addendum for each student employed prior to the student's beginning work. At minimum, the LAEP Student Participation Addendum will include the following for each student participant:

- Student name
- Position name
- Supervisor name and contact information

- Term of employment
- Rate of compensation
- Maximum total compensation allowable
- Maximum hours per week and maximum total hours

### Notice

Any notice required or permitted by this agreement shall be sent to the parties via U.S. mail or email at the addresses shown below. Either party may change its address by written notice to the other during the term.

Fullerton College

Greg Ryan, Director of Financial Aid

Financial Aid Office

321 E. Chapman Ave.

Fullerton, CA 92832

(714) 992-7092

gryan@fullcoll.edu

Employer: \_\_\_\_\_

Staff Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

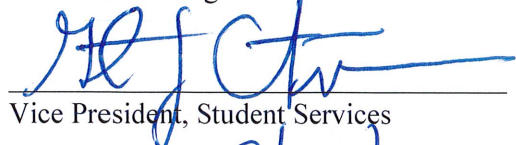
Email address: \_\_\_\_\_

This agreement shall be renewed upon written confirmation of both parties at least once per year.

**LAEP funds are subject to available funding. This agreement will be for each academic year, and a new agreement will be signed for each period from July 1<sup>st</sup> of the upcoming academic year, through the end of the academic year ending June 30<sup>th</sup>, the subsequent year. Agreement may be terminated sooner by either party in writing, with 30 days advance notice.**

### Agreed

Fullerton College

  
Vice President, Student Services

Date

9/22/2023

Employer Anaheim Union High School District  
Dr. Jaron Fried

Signature

10/13/23

Gilberto Contreras

Date

Print name and title

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement ("Agreement") is made as of the **12th day of October 2023**, between the Anaheim Union High School District ("District") and **CSUF Center for Entrepreneurship** ("Contractor") (each a party, collectively, "Parties").

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, the District is in need of such special services and advice; and

**WHEREAS**, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District outside the usual course of the District's business; and

**WHEREAS**, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

- 1. Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.

- |   |
|---|
| <ul style="list-style-type: none"> <li>Assess, evaluate, recommend Marketing Strategy and strategic direction</li> <li>Separate campuses marketing strategy</li> <li>Single combined channel marketing strategy</li> <li>Budget Allocations for both strategies • Recommendations for marketing strategy</li> </ul> |
|---|

Site/Schools	Orangeview Jr. High and Western High School
Supportive Staff or Consultants	Professor Lorenzo Bizzi John Bradley Jackson, Director of CSUF Center for Entrepreneurship

- 2. Term.** The term for services pursuant to this Agreement is from **October 12<sup>th</sup> 2023\_ through December 9<sup>th</sup>, 2023.**

3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Insurance Certificate(s) and Endorsements (Section 10)
<u>  X  </u>	Criminal Background Investigation Certification(s) (Section 16)
<u>  X  </u>	W-9 Form

4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of **\$2,995 Dollars** and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.
5. **Independent Contractor.** Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.
6. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Standard of Care.** Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.
8. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor

proposes to defend the indemnified parties.

## **10. Insurance.**

**10.1** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

10.1.1 General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Is this Contractor interacting with students? Yes ☐ **No X** For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.



10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

**10.2 Other Insurance Provisions.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:

10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or

self-insurance maintained by District.

10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

11. **Compliance With Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
13. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws

including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

- 16. Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.
- 17. Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 18. Termination.** The 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 Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
- 19. Limitation of District Liability.** The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 20. Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 21. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District**

Anaheim Union High School District  
Attn: Jaron Fried Ed.D  
Copy: Robert Saldivar  
501 N. Crescent Way  
Anaheim, CA 92801  
Phone: 714.999.3575  
Email: [fried\\_ja@auhsd.us](mailto:fried_ja@auhsd.us)

**Contractor**

CSUF Center for Entrepreneurship  
Attn: John B. Jackson  
800 N. State College  
Fullerton, CA 92831  
[JJackson@fullerton.edu](mailto:JJackson@fullerton.edu)

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 22. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 23. Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.
- 24. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 26. Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Anaheim Union High School District**

Date: 10-13-23

By: \_\_\_\_\_

Print Name: Dr. Jaron Fried

Its: Asst. Superintendent, Ed. Division

**CSUF Center for Entrepreneurship**

Date: 09/21/23 \_\_\_\_\_

By: \_\_\_\_\_  \_\_\_\_\_

Print Name: **John Bradley Jackson**

Its: Director

### **EXHIBIT A**

**Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:**

Contractor shall: Please see attached



September 13, 2023

Robert Saldivar  
Executive Director  
Anaheim Union High School District

Re: Letter of Engagement

Dear Mr. Saldivar,

Thank you for the opportunity to work with you as student consultants to Anaheim Union HS District. A cooperative agreement between California State University Fullerton (CSUF) and the Small Business Institute Director's Association (SBIDA) allows us to serve you for a small fee. The views and opinions we share with you will not be the official position of CSUF or the SBIDA. They will be our own, based on discussions, observations, investigations and analysis of the District's operations and environment. It is our hope you will find our recommendations valuable, both now and in the future. We look forward to your response concerning our suggestions.

The information you provide us regarding Anaheim Union HS District will be held in the strictest confidence. Based on discussions with you in our kickoff meeting on September 12th, we will evaluate the following areas as they pertain to your goal for business growth:

1. Separate Campuses Marketing Strategy:
  - a. Assess communication channels for 4 stakeholders
    - i. Explore and evaluate the efficacy of various communication mediums such as YouTube, emails, text messages, social media, and school websites.
    - ii. Customizing communication strategies for different stakeholder demographics
  - b. Create content for 4 stakeholders
    - i. Assess current content being used by each site to consider future implications
    - ii. Determine and curate relevant and engaging content tailored to various stakeholder groups
2. Single Combined Channel Marketing Strategy:

- a. Assess communication channels for 4 stakeholders
  - i. Assess which channels are most effective for unified messaging
  - ii. Develop strategies that emphasize the unity and comprehensive offerings of a single campus channel
- b. Create content for 4 stakeholders
  - i. Craft unified content that highlights the strengths and values of a combined institution
  - ii. Ensuring the content resonates with all stakeholder groups
- 3. Budget allocations for both strategies
  - a. Analyze cost to implement each marketing plan
  - b. Strategize budget allocations to optimize return on investment
- 4. Recommendation for marketing strategy
  - a. Deliberate the proposition of marketing two separate schools versus merging marketing strategy
  - b. Evaluate the advantages, challenges, and potential impact of both scenarios to recommend a strategic direction

Our focus on specific growth areas over others will be contingent upon what we find throughout our research.

We will meet with your team a minimum of six (6) times during the coming weeks to work on the above outline. At the end of our academic term, in the week of December 3rd to December 9th, you will receive a written final report that will be discussed with you during our final presentation. The fee for student consulting is \$2,995.00.

We appreciate your support of the College of Business student consulting and capstone programs. Please acknowledge receipt of this letter with your signature below.

Sincerely yours,

CSUF Consulting Team

Sabrina Hsu, My Ngo, Laura Niculescu, Tori Siperly, and Jaren Yang

I acknowledge the receipt of this letter and agree to its terms

Robert Saldivar

Date

Reviewed and approved by:

Lorenzo Bizzi

Date

**NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

### CERTIFICATION BY CONTRACTOR

To the Board of Trustees of the Anaheim Union High School District:

I, John B. Jackson , am the	Director of	CSUF Center for Entrepreneurship,
Name of Individual	Title	Name of Contractor

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.
3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

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If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.



4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at \_\_\_\_\_ Fullerton \_\_\_\_\_, California on 09/21/23 \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature



John B. Jackson

\_\_\_\_\_  
Typed or Printed Name

Director

\_\_\_\_\_  
Title

CSUF Center for Entrepreneurship

\_\_\_\_\_  
Name of Contractor

800 N. State College  
Fullerton, CA 92831

\_\_\_\_\_  
Address

(657) 278-8243

\_\_\_\_\_  
Telephone Number

Memorandum of Understanding  
**Anaheim Union High School District**

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**and**  
**SAVANNA ELEMENTARY SCHOOL DISTRICT**

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The Memorandum of Understanding that follows is a formal agreement to work together to share data between the SAVANNA ELEMENTARY SCHOOL DISTRICT ("SAVSD") and the Anaheim Union High School District ("District"). This MOU will allow The District to receive data annually to support the transition of incoming seventh grade students from SAVSD to the District.

***Data Requirements and Delivery for each Academic Year***

SAVSD agrees to provide District with the following student and teacher level data elements (set forth in Appendix I) for all students leaving SAVSD matriculating to the district in the following year and whose parents gave permission to share data with the District.

Additional data elements not described herein will be reviewed on a case-by-case basis and provided through mutual agreement.

Student and teacher data will be delivered using a secure server file transfer protocol (SFTP) directly from SAVSD to the District OR through formal request through Aeries Software (Aeries) if SAVSD's data is hosted by Aeries.

**CONFIDENTIALITY**

Student records contain sensitive information, the disclosure of which is governed by California Education Code section 49060 et seq. and implementing regulations contained in Title 5 of the California Code of Regulations, "Directory information," as defined in Education Code section 49061, subdivision (c) may be released pursuant to Governing Board policy.

In accordance with the Education Code section 49076, subdivision (b)(5), **Savanna Elementary School District** shall not use pupil record information in any manner that will permit the personal identification of students by persons other than representatives of the **Savanna Elementary School District** or others authorized by AUHSD. Teacher data will have the same protections. All data collected will remain confidential, and any reports generated from the data will be made in aggregate form to ensure that student or teacher identifiers, such as name and identification number are not disclosed to others besides representatives of the **Savanna Elementary School District** and only others AUHSD employees authorized by AUHSD. Student and teacher identifiers will be used for longitudinal data tracking and data linking only.

**TERMS**

This Memorandum of Understanding shall become effective immediately when signed and remain in effect until termination clause is used by either party OR if a new MOU supersedes this agreement.

**TERMINATION**

This MOU may be terminated prior to the end of the term at the request of any party. The party initiating the termination shall provide written notice of its intent to terminate at least sixty (60) days prior to its intention to terminate. If the cause for termination is noncompliance, the party in default shall be given sixty (60) days to cure the default. Each party reserves the right, however, to determine if an effective cure can be implemented, and to terminate if and when it has an institutional need to do so.

#### **INDEMNIFICATION**

The **SAVSD**, shall defend, indemnify and hold harmless the **District**, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the **SAVSD**, its officers, employees, or agents.

**District**, shall defend, indemnify and hold harmless **SAVSD**, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **District**, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

#### **SUBCONTRACT AND ASSIGNMENT**

Neither party shall assign its rights, duties or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

#### **INDEPENDENT CORPORATION STATUS**

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

**CALIFORNIA LAW**

This MOU shall be governed by and the rights, duties and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this MOU shall be maintained by Orange County, California.

**ATTORNEY'S FEES**

If either party files any action or brings any proceedings against the other arising out of this MOU, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorney's fees.

**AMENDMENT**

This Memorandum of Understanding may be amended only by written instrument signed by duly authorized representatives of the **District** and **SAVSD**.

**NOTICES**

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

Memorandum of Understanding  
**Anaheim Union High School District**

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To: Savanna Elementary School District  
1330 S. Knott Ave.  
Anaheim, CA 92804

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

**ADMINISTRATION OF AGREEMENT**

The **Anaheim Union High School District** designates Michael B. Matsuda his/her designee to represent the District in all matters pertaining to this Memorandum of Understanding. Savanna Elementary School District, designates the undersigned or his/her/their designee to represent the **Savanna Elementary School District** in all matters pertaining to this Memorandum of Understanding.

**SEVERABILITY**


The invalidity in whole or in part of any provision of this Memorandum of Understanding and Contract shall not void or affect the validity of any other provision of this agreement.

IN WITNESS THEREOF, Savanna Elementary School District, and Anaheim Union High School District have executed this Memorandum of Understanding and Contract as of the date first written above.

\_\_\_\_\_  
Dr. Jaron Fried  
Assistant Superintendent, Education  
Services  
**Anaheim Union High School District**

10-13-23

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**Dr. Sue Johnson**  
**Superintendent**  
**Savanna Elementary School District**

9/14/23

\_\_\_\_\_  
Date



# Appendix I

## Data to be shared between Savanna School District and Anaheim Union High School District

The following tables are required to properly enroll, evaluate, and provide basic student support to incoming 7<sup>th</sup> grade students.

<b>Table Code</b>	<b>Table Name</b>
CON *	Contacts
CSE *	Special Education Data
FOF *	504 Plans
IMM *	Immunizations
LAC *	Language Assessment
PGM *	Special Program Details
PIC *	Student Pictures
SSD *	Secondary Student Data
STU *	Student Data
TCH *	Teachers (SC, TN, TLN, TF only)
TEX *	Testing Exceptions
TST *	Testing data

This Section Left Blank

All personal data related to staff in the Staff (STF) table and Teacher (TCH) tables should be removed. This includes items such as home address, home phone, date of birth, district HR ID, and emergency contact information. We require only the basic information – first and last names. Do not delete Teacher (TCH) table records.

\* Critical tables for student enrollment

\*\* Helpful, but not required health tables

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of October, 2023, between the Anaheim Union High School District ("District") and Natis House dba Neutral Ground ("Contractor") (each a party, collectively, "Parties").

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, the District is in need of such special services and advice; and

**WHEREAS**, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District outside the usual course of the District's business; and

**WHEREAS**, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.
2. **Term.** The term for services pursuant to this Agreement is from 10/13/23 through 6/30/24.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:
  - ☒ Signed Agreement
  - ☒ Insurance Certificate(s) and Endorsements (Section 10)
  - ☒ Criminal Background Investigation Certification(s) (Section 16)
  - ☒ W-9 Form
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of \$72,500 per school site for a maximum of seven schools, based on the number of days at school per week as stated in "Exhibit B-Neutral Ground Fee Schedule". Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

- 5. Independent Contractor.** Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.
- 6. Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
- 7. Standard of Care.** Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.
- 8. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
- 9. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
- 10. Insurance.**

  - 10.1** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

    - 10.1.1 General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.



10.1.2 Is this Contractor interacting with students? Yes ☒ No ☐ For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

**10.2 Other Insurance Provisions.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:

10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

- 11. Compliance With Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 12. Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 15. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 16. Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☒ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

- 17. Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 18. Termination.** The 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 Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
- 19. Limitation of District Liability.** The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 20. Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 21. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District**

Anaheim Union High School District  
Attn: Jaron Fried, Assistant Superintendent  
Copy: Adela Cruz, Director  
501 N. Crescent Way  
Anaheim, CA 92801  
Phone: 714-999-7734  
Email: cruz\_ad@auhsd.us

**Contractor**

Natis House dba Neutral Ground  
Attn: Nati Alvarado  
Street Address 1733 Valencia  
Santa Anaheim, CA 92706  
Phone: 714-267-7747  
Email: nati.alvarado@ngservices.org

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 22. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 23. Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

- 24. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 26. Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Anaheim Union High School District**

Date: 10/13/23

By: \_\_\_\_\_

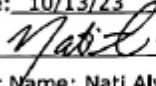
Print Name: Jaron Fried, Ed.D.

Title: Assistant Superintendent, Education

**[Natis House dba Neutral Ground]**

**[Natis House dba Neutral Ground]**

Date: 10/13/23

By: 

Print Name: Nati Alvarado

Title: CEO

## EXHIBIT A

**Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:**

Contractor shall:



### Scope of Work Neutral Ground - Restorative Practices

#### Program Component Descriptions:

Neutral Ground proposes to provide restorative practices and violence prevention/intervention support for youth, young adults supporting the well-being and overall developmental health of young people in Anaheim. We will connect and interface with youth, students, school administration, staff, and parents. The services will be designed to ensure support of a safer environment conducive to learning and social-emotional growth/health. We will provide highly specialized knowledge that includes expertise, experience and ability in the provision of restorative practices and/or violence prevention-intervention. They will be individualized to address each youths unique social-emotional and basic needs. The services will be structured to ensure a quick and thorough response to the needs of individual/s and groups of community-wide efforts as it relates to restorative practices/prevention/intervention and youth engagement. As such, the services include case management, restorative practices/prevention/intervention, circle/group facilitation and youth engagement efforts. Further, Neutral Ground will implement and facilitate an intervention model that has produced favorable results in many cities and counties throughout California. The purpose of Neutral Ground-Restorative Practices is to facilitate effective outreach and increase prevention efforts. In collaboration with School Administrators, School Retention staff, Anaheim School Police, and the Orange County Probation Department, a referral continuum will be established between said partners and the NG-RP team. Youth of families victimized by violence and/or siblings of juvenile-justice involved youth and/or students showing sudden changes in behavior, especially those demonstrating aggression will be referred to NG/RP for restorative practices, support services, social service linkages, and case management. A goal of NG-RP services is to cultivate and maintain an educational setting that is conducive to learning. The ultimate goal is to redirect participants back to a positive trajectory and reconnect them to programs, their schools, positive influences, and their family to build a violence- free, strong, healthy, and meaningful future.

Development of referral system with law enforcement partners (School Police, OC Prob)	Begins at start of contractual agreement through end.	Seamless continuum of referrals of at-promise youth in need of NG-RP services will be developed and sustained on a continuous basis from School Administrators, and law enforcement partners/probations partners for applicable youth.
A Memorandum of Understanding with School Police as well as with OC Probation.		Referrals will also include the siblings of victims of violence/other criminal/deviant victimization.
Staff Recruitment and Training	Ongoing	Staff with experience with youth and the provided community who are bilingual Spanish speakers will be recruited for positions. Staff will be trained in crisis response, safety, de-escalation techniques and case management primarily through the Urban Peace Institute and expert consultants and community-based agencies.
Case Management Services	Ongoing	Youth development and intervention support services to youth and families in need. <ul style="list-style-type: none"><li>○ Community Restorative Practices /Circles/Group Facilitation</li><li>○ Employment support</li><li>○ Case Management</li></ul>

		<ul style="list-style-type: none"> <li>▪ District wide support: K-12, Tier 1-3 Intervention Support Services tailored to accommodate unique social/emotional needs as an alternative to traditional punitive approaches.</li> <li>▪ 1-1 Mentoring focused on establishing healthy relationships with students and their families.</li> <li>▪ Parent Conferencing</li> <li>▪ Gang Prevention/Diversion</li> <li>▪ Gang Intervention/Reentry</li> <li>● Food Distribution &amp; Clothing Assistance</li> <li>● Transitional Housing for age-appropriate youth 18+</li> <li>● Summer Night Lights, 8-week Community Engagement/Violence Reduction summer program designed to reduce crime in our most gang imbued communities</li> <li>● Neutral Ground Boxing Club - Open enrollment, free/no-cost for all participating youth/families</li> <li>● Prevention/Diversion – Youth between the ages of 10-18 residing within gang imbued communities or have a significant presence in the community. <ul style="list-style-type: none"> <li>○ Increase protective factors while decreasing risk factors pertaining to gang involvement.</li> <li>○ Connect youth and families to community services.</li> <li>○ Connect/reconnect youth to educational resources and employment.</li> <li>○ Strengthen family relations.</li> <li>○ Provide diversion services for youth who've committed low-level crimes and/or crossed paths with law enforcement.</li> <li>○ An alternative to traditional punitive approaches.</li> </ul> </li> </ul>
Participant Survey/Assessment	Ongoing	<p>Adverse Childhood Experience (ACE) Survey will be administered to all participants at time of enrollment. Staff will address common issues experienced by participants in healing circles or individually at the end of case management sessions.</p> <ul style="list-style-type: none"> <li>● Perform program evaluation efforts by collecting, analyzing, and sharing quantitative and qualitative data to measure the effectiveness and efficiency of the program/services (Database-CaseMGR). <ul style="list-style-type: none"> <li>○ Program evaluation efforts should include the following: <ul style="list-style-type: none"> <li>▪ Conduct and report process/implementation evaluations to determine whether program activities have been implemented as intended.</li> <li>▪ Conduct and report outcome/effectiveness evaluations to measures program effects in the target population by assessing the progress in the outcomes or outcome objectives that the program is to achieve.</li> <li>▪ Conduct and report impact evaluations to assess program effectiveness in achieving the program's overall goals.</li> <li>▪ Collecting and reporting on the following metrics</li> </ul> </li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>• Gang Reduction metrics (to be determined)</li> <li>• Tier I-3 Restorative Practices (Anaheim School District/Prevention &amp; Intervention), may include: <ul style="list-style-type: none"> <li>○ Restorative Questioning</li> <li>○ One on One Mediation</li> <li>○ Community Building Circles/Groups</li> <li>○ Individual Re-Entry</li> <li>○ Youth Check-Ins/1-1</li> </ul> </li> <li>• Outreach Efforts</li> <li>• Phone Calls</li> <li>• Home Visits</li> <li>• Linkages</li> <li>• Virtual Calls/Meetings</li> </ul>
Restorative Circles	Occur Weekly/Ongoing	<p>NG-RP participants will engage in a minimum of 1 restorative circle/s each week after their case management meetings with staff. The focus of the RP Circles will be to prevent and redirect youth who are at-risk. Research is clear about family and sibling risk factors- this program will mitigate and increase healing, reduce risk factors and encourage positive pathways for participants.</p> <ul style="list-style-type: none"> <li>• Categories addressed via interventions/services <ul style="list-style-type: none"> <li>○ Number and type of needs addressed, may include: <ul style="list-style-type: none"> <li>▪ General Preventive Discussions</li> <li>▪ Basic Needs</li> <li>▪ Family/Home Support</li> <li>▪ Attendance Outreach</li> <li>▪ Behavioral Supports</li> <li>▪ Student to Student Conflict</li> <li>▪ Bullying</li> <li>▪ Student to Staff Conflict</li> </ul> </li> </ul> </li> </ul>
Linkages: Community mental health support, participants who have more extensive multi-faceted mental health need to consistently engage with mental health practitioners to support recovery from community and academic struggles.	Ongoing	NG-RP participants will be linked to services for more extensive mental health support. NG-RP program will assist with transportation and ensure follow-up of participants.
Linkages: Meeting basic needs, in order for participants to recover from community and academic struggles we must ensure that basic needs have been met. Urgent necessities i.e., transportation, food and shelter will also be provided upon need.	Ongoing	NG-RP participants will be linked to services to assist them with basic needs such as medical, food or housing/shelter. NG-YVP program will assist with transportation and ensure follow-up of participants.
Culmination Events: Research indicates that recognizing progress and growth is critical in effective youth development efforts. (Hawkins & Catalano)	Minimum of twice per year	NG-RP participants will receive t-shirts, customized awards, and incentives to recognize outstanding participation, follow through and achievements in program, school, family, and community. Two events will take place where family, law enforcement, and community partners will join to applaud youth efforts.



**EXHIBIT B**



# OF DAYS AT SCHOOL PER WEEK	YEARLY COST FOR 1 RP =
2 DAYS	\$29,000
3 DAYS	\$43,500
4 DAYS	\$58,000
5 DAYS	\$72,500

(Invoicing for yearly cost of RP services is broken down and billed on a monthly basis)

**NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY**  
**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall **not** permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

.....

**CERTIFICATION BY CONTRACTOR**

To the Governing Board of Anaheim School District:

I, Nati Alvarado, am the CEO of Nati's House dba Neutral Ground,

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.
3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Anaheim , California on October 13, 2023.

  
\_\_\_\_\_  
Signature

Nati Alvarado  
\_\_\_\_\_  
Typed or Printed Name

CEO  
\_\_\_\_\_  
Title

Natis House dba Neutral Ground  
\_\_\_\_\_  
Name of Contractor

1733 Valencia, Santa Ana, CA, 92706  
\_\_\_\_\_  
Address

714.267.7747  
\_\_\_\_\_  
Telephone Number

University of South Carolina  
FIXED PRICE  
RESEARCH SERVICES AGREEMENT

This Agreement is made between the University of South Carolina (herein "USC"), 1600 Hampton Street, Suite 414, Columbia, SC 29208, and Anaheim Union High School District (herein "Sponsor").

The Sponsor desires to provide financial support for research services which are of mutual interest to USC and to Sponsor. The details of the Project are attached and incorporated by reference.

**1. PROJECT TITLE:** Leadership for Whole Child Education Systems

[Details are given in appendix A.]

**2. PERSONNEL & FACILITIES**

USC has the personnel and facilities necessary to carry out the Project.

Principal Investigator for the Project is: Dr. Barnett Berry

**3. PROJECT PERIOD**

The project begins on September 15, 2023 and ends on June 30, 2024

**4. FINANCIAL SUPPORT**

For support of the project sponsor agrees to provide the sum of \$15,000 U.S. Dollars.

Sponsor's billing address:

501 N. Crescent Way, Anaheim, CA 92801

Phone: (714) 999-3511

**5. PAYMENTS**

Checks should be made payable to USC and sent to University of South Carolina, Grants and Funds Management, 1600 Hampton Street, Room 612, Columbia, SC 29208.

**6. TECHNICAL REPORTS/DATA**

USC agrees to furnish, through the Principal Investigator, to the Sponsor: (i) technical reports, data and other research deliverables, as outlined in Appendix A, and (ii) a final report. All reports, data and research deliverables are the property of the Sponsor. USC reserves the right to use reports, data and deliverables for research and educational purposes subject to the confidentiality provisions of Article 11.

**7. PROTOCOLS**

The Project does not require any protocols.

**8. EQUIPMENT**

The Project does not require any equipment.

the property of the Sponsor. All other inventions will belong to USC with Sponsor having the first right to obtain a license under reasonable terms and conditions.

**10. PUBLICATION RIGHTS**

The data from the analysis will not be published without written permission of the Sponsor. Other aspects of the Project may be published and will include credit to the Sponsor for support of the Project.

**11. SPONSOR CONFIDENTIAL/PROPRIETARY INFORMATION**

Should it be necessary for Project personnel to receive Sponsor Confidential/Proprietary Information, Sponsor agrees to state in writing at the time of delivery that such information is confidential or proprietary, or if given orally, reduce to writing, clearly marked as confidential or proprietary within 10 days of the oral disclosure. USC agrees to safeguard Sponsor confidential/proprietary material to the same extent it safeguards its own.

**12. DISCLAIMER OF WARRANTY**

THE PROJECT RESULTS, REPORTS, DATA, AND DELIVERABLES ARE PROVIDED TO THE SPONSOR "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY SPONSOR AS A RESULT OF SPONSOR'S USE OF PROJECT RESULTS, REPORTS, DATA OR DELIVERABLES.

**13. PUBLICITY**

The parties will not use the name of the other or the other's project staff in any publicity, advertising, or news release without the prior written consent of the other. Sponsor will not state or imply that USC has tested or approved any product or process.

**14. COMPLETION**

USC will use its reasonable efforts to complete the Project on time and in accordance with Appendix A. Because of the nature of this work USC does not guarantee Project completion within the Project Period. USC is not obligated to spend more on the Project than funds provided by the Sponsor for the Project.

**15. GENERAL**

This instrument contains the entire Agreement between the parties with respect to the subject matter hereof. If Sponsor issues a purchase order to initiate the Project, the terms of this Agreement supersede the terms of the purchase order. Modifications to the terms of this Agreement are not valid unless made in writing and signed by authorized representatives of the parties. This Agreement is governed according to the laws of the state of South Carolina.

University of South Carolina

By:  Cameron Howell

[type USC authority here]

[type title here]

SEP 20 2023

CAMERON HOWELL  
SECRETARY, UNIVERSITY OF S.C.

Date:

**9. INTELLECTUAL PROPERTY**

Any invention made strictly following the protocol or which read upon rights of patents owned by or assigned to the Sponsor will be

**SPONSOR**

By: \_\_\_\_\_

Dr. Jaron Fried  
Assistant Superintendent, Ed. Division

Date: 10-13-23

## Appendix A

Dr. Berry will assist Anaheim Union High School District in developing its capacity to develop and sustain a system of whole child education, including *writing and submitting grant proposals for unrestricted and restricted funds in support of the district's efforts to create transformative teaching and learning environments for both students and the educators who support. This current scope will support up to 10 days of Dr. Berry's time over the contract period.*



Anaheim Union High School  
District\_SEPTEMBER 2023

Anaheim Union High School District  
501 North Crescent Way  
Anaheim, CA 92801  
United States

Jaron Fried  
fried\_ja@auhsd.us  
+17149993511

Reference: 20230929-215738198  
Quote created: September 29, 2023  
Quote expires: September 29, 2023  
Quote created by: David Turina  
Account Executive  
david.turina@freightfarms.com  
+18776874326

Comments from David Turina

Set forth below are the terms of a binding Sales & Purchase Agreement (the "Sales & Purchase Agreement"), made by and between Freight Farms, Inc. (the "Supplier"), with offices at 20 Old Colony Ave Suite 201 Boston, MA 02127, and the undersigned Anaheim Union High School District (the "Buyer"), with offices at 501N. Crescent Way Anaheim, CA 92801, regarding the purchase of certain Supplier products and/or services by Buyer as specified in this Sales & Purchase Agreement. Buyer agrees to purchase, and Supplier agrees to sell, the following product(s) and/or service(s) on the following terms:

Products & Services

Item & Description	Quantity	Unit Price	Unit Discount	Total
Greenery™ S 2023 - Domestic Fully equipped Greenery S 2023	1	\$149,000.00	\$15,000.00 after \$15,000.00 discount	\$134,000.00

Item & Description	Quantity	Unit Price	Unit Discount	Total
<b>Farmhand® Enterprise License</b> Annual license for 1 user and 1 farm. *Billed separately through the Farmhand app.	1	\$2,400.00 / year		\$2,400.00 / year
<b>Certified Operator Farm Camp</b> Experience training at our HQ along with a few other new Freight Farmers that are on your same journey. During your training, you'll work in our Greenery and get to network with our farmer success team. Training takes places over the course of 2 days and covers 1 seat.	2	\$1,250.00	\$1,250.00	\$0.00 after \$2,500.00 discount
<b>Item Customizations</b> Door Hardware Modification	1	\$10,000.00		\$10,000.00
<b>Site Visit</b> A Freight Farms technician will come to your location to perform the following services: ensuring utility connections are functional, programming setup, full system diagnostic, nursery and cultivation irrigation setup, complete sensor calibration.	1	\$10,000.00	\$10,000.00	\$0.00 after \$10,000.00 discount
Annual subtotal				\$2,400.00
One-time subtotal				\$144,000.00 after \$27,500.00 discount
<b>Total</b>				<b>\$146,400.00</b>

**Purchase terms**

**Greenery S Payment Schedule**

10% Due October 15th, 2023.....	\$13,400.00
60% Due November 15th, 2023.....	\$80,400.00
30% Due 30 Days After Delivery.....	\$40,200.00

**Fees & Payment**

Customer will pay Company the fees applicable to the Products, Software and Services purchased, leased and/or licensed by Customer as set forth in the Order or as purchased by Customer on Company's web site. Fees for subscriptions to the Software or Services are fixed and billed upon the date of purchase for the initial year of the Term and annually in advance upon each anniversary thereafter throughout the Term. Software subscriptions will automatically renew for additional one-year periods. Customer must promptly notify Company of changes to its billing address or payment method on record. Orders are non-cancelable and all fees (including deposits) paid are non-refundable. Customer acknowledges that manufacturing of Products will not commence until Company receives the signed Order and the deposit. Once payment has been received in full, the Company will issue a Certificate of Ownership (the COO) to be signed and returned by the Customer.

**Shipping & Delivery: EXW Supplier's Dock Incoterms 2020**

Delivery of Products shall be to the Customer location set forth in the applicable Order or a storage facility near a Customer location if the Customer location is not available. Unless Company receives specific shipping instructions from Customer in writing, Company will exercise its discretion in selecting the method of shipment and the carrier. Company or its representative may make partial deliveries. In light of the complexities of the manufacturing and shipping processes, Company cannot guarantee delivery dates, but Company will use commercially reasonable efforts to meet scheduled delivery dates. If Customer elects for Company to arrange shipping and delivery, Company requires thirty (30) days lead time from the date of final payment for shipping to coordinate delivery of Products. In such event, shipping and delivery costs will be invoiced separately from the Products, Software and Services (as applicable). If Customer is unable to accept delivery within 30 days of the final payment due date, Customer will be billed at a rate of \$300/month for storage of the container. Upon execution of the COO, the first 3 months of storage will be waived.

[View Terms & Conditions of Sale](#)



Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Jaron Fried

fried\_ja@auhsd.us

Signed

Monalisa Shroff

monalisa@freightfarms.com

Signed

Questions? Contact me



David Turina  
Account Executive  
david.turina@freightfarms.com  
+18776874326 📞

Freight Farms  
20 Old Colony Ave  
Suite 201  
Boston, MA 02127  
United States

# *P & R Paper Supply Company, Inc.*

## *Wholesale Distributors of Paper and Janitorial Products*

P.O. Box 590 ~ 1898 E. Colton Avenue, Redlands, CA 92374

Phone (909) 794-1108 ~ Fax (909) 794-1237

www.prpaper.com ~ Email: info@prpaper.com

Anaheim Union High School District ("Anaheim Union High School District") under Bid 2021-19 Food Service Paper, Plastic, and Related Goods, by and between Anaheim Union High School District and P&R Paper Supply Co., Inc. ("Assignor"), dated effective June 18, 2021, as amended to date, if applicable (the "Agreement"), consents to the assignment and transfer by Assignor of Assignor's entire right, title and interest in, to and under the Agreement to Imperial Bag & Paper dba Imperial Dade ("Assignee"), and agrees to acknowledge and treat Assignee as if Assignee were the original party to the Agreement from and after the date of this Consent to Assignment.

Anaheim Union High School District further agrees that Assignee shall not be liable for any amounts payable under the Agreement nor for the performance of any duties, responsibilities or covenants required of Assignor under the Agreement first arising prior to the effective date of this Consent to Assignment, and agrees to look solely to Assignee for satisfaction of the foregoing described types of obligations under the Agreement which first arise on and after the effective date of this Consent to Assignment.

On and after the effective date of this Consent to Assignment, all payments required pursuant to the Agreement and all communications under the Agreement shall be directed to the Assignee as follows:

Imperial Dade  
PO BOX 27305  
New York, NY 10087-7305

Understood, Acknowledged and Agreed to:

Anaheim Union High School District

By: \_\_\_\_\_  
Name: Nancy Nien  
Title: Assistant Superintendent, Business

P&R Paper Supply Co.

By: Joseph A. Maiberger  
Joseph Maiberger  
President

Imperial Dade  
By: Paul M Cervino  
Paul Cervino  
Chief Administrative Officer

Food Service Disposables ~ Wrapping Paper ~ Corrugated Boxes ~ Packaging Materials  
Bags ~ Tapes ~ Restaurant Supplies ~ Janitorial Supplies & Equipment  
Freezer Supplies ~ Gift Wrap ~ Specialties ~ Towels



## TRANE SERVICE AGREEMENT BUILDING AUTOMATION SYSTEM

**SERVICE PROPOSAL FOR:**

Anaheim Union High School District  
Juliann Ferguson  
501 N Crescent Way, Anaheim, CA 92801  
Ferguson\_ju@auhsd.us  
(714) 483-3370

**SITES:**

Anaheim High School  
811 W Lincoln Ave,  
Anaheim, CA 92805

Hope School  
7901 Knott Ave, Buena  
Park, CA 90620

Katella High School  
2200 E Wagner Ave,  
Anaheim, CA 92806

**LOCAL TRANE OFFICE:**

Trane U.S. Inc. dba Trane  
3253 E Imperial Highway  
Brea, CA 92821

**LOCAL TRANE REPRESENTATIVE:**

Rob Palaniuk  
Account Manager  
[rob.palaniuk@tranetechnologies.com](mailto:rob.palaniuk@tranetechnologies.com)  
Cell: (503) 816-5661

**PROPOSAL ID / AGREEMENT NUMBER:**

3220849 / NEW



## EXECUTIVE SUMMARY

Thank you for choosing Trane Building Services as your building automation system (BAS) support provider.

Your building automation system, driven by Trane Tracer™ controls, is vital to the operation of the HVAC equipment you depend on to help you maintain temperature, humidity and air quality within the strict parameters your organization requires. Occupant comfort, productivity, quality assurance and energy efficiency are just a few of the objectives that may be impacted by indoor environmental conditions in a typical organization.

However, all technology requires some attention from time to time to sustain its peak performance and prolong its useful life. Your building automation system is no exception.

This Service Agreement for Building Automation Systems—delivered by Trane professionals who are knowledgeable in both HVAC equipment and controls—benefits a wide range of objectives:

- **Sustainability** – Improving operational integration between HVAC equipment and the BAS system reduces energy use, thereby lightening your carbon footprint and advancing your sustainability goals.
- **Peace of mind** – Continuous review and analysis sustains peak performance over the long term and helps prevent system failures and unexpected downtime. Back-up plans built into this agreement are designed to restore data and reboot systems quickly in an emergency situation. 24/7 monitoring through Trane Intelligent Services enables Trane to detect potential problems, avoid downtime, and keep your organization productive and profitable.
- **A stronger bottom line** – Excessive, unnecessary energy consumption and emergency repairs can erode your bottom line. Regular, planned BAS service is a nominal expense that typically pays for itself through energy and operational cost savings.
- **Operational consistency and continuous improvement** - Your building automation system is also the enabling technology behind Trane Intelligent Services™, which remotely monitors critical building systems to ensure the physical environment of the building is being strictly maintained. Establishing connectivity between your building automation system and the Trane Intelligent Services Center allows Trane to continuously capture and analyze data from your building. Based on that stream of information, our Technical Specialists can proactively recommend improvements and follow through with the appropriate service actions.

Exclusive aspects of this Service Agreement leverage Trane Intelligent Services™ (TIS), a revolutionary integration of technology and Trane professionals. TIS gathers active intelligence from your building's data, allowing Trane to identify what must be done to improve system performance and sustain the conditions that contribute to the mission of your organization

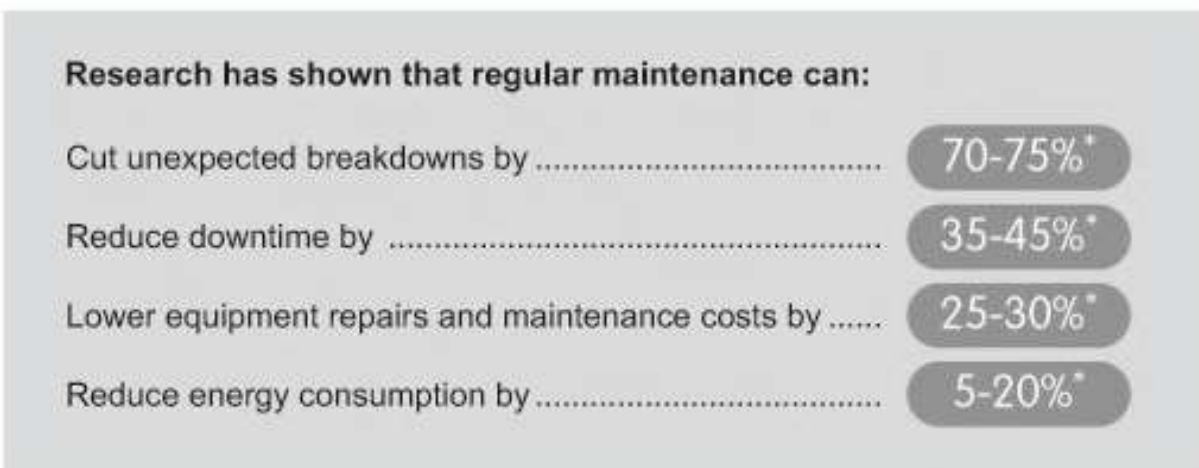
We are committed to working with you to maintain the building automation system that is essential to creating and sustaining the indoor environmental conditions that support the objectives of your organization. The details of that commitment are provided in the following pages.

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.**



## ADDED VALUE

Proper maintenance can save an estimated 12-18%\* of your budget compared to a run-to-fail approach. A Trane BAS Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



\* Source: FEMP O&M Guide - July 2004

In addition to financial value, when you partner with Trane you can expect:

### CONTRACT AND FINANCIAL BENEFITS

**Assigned Service Team** - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC systems and BAS experience. Our technicians have a thorough understanding of building automation systems and the associated controls, along with heating, refrigeration and airside systems.

**Priority Response** - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

**Automated Scheduling System** - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed as stated.

**Financial Benefits** - The implementation of this building automation system support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.



## SUPERIOR SERVICE DELIVERY

### Trane's original equipment manufacturer (OEM) Service Delivery Process

Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on safety

**Service Work Flow** - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

## KNOWLEDGE TRANSFER

**Documentation** - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

**Operational System Optimization** - Trane Service Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

**Training for Facility Staff** – Operator training and coaching is available per the service agreement. Additional training can be customized to meet your site specific needs.

## HEALTH AND SAFETY

**Safety Management Program** - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses and other key risk assessments and control strategies.

**Personal Safety** - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

**Drug-Free Workplace** - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.



## SCOPE OF SERVICES — STANDARD INCLUSIONS

### SYSTEM ANALYSIS AND REVIEW

Trane will review the building automation system to minimize software problems identify and correct programming errors, failed points, points in alarm and points that have been overridden. Software optimization improves system efficiency, assures compliance to specified conditions, and reduces the risk of costly and disruptive system problems. Regularly scheduled on-site visits by Trane technicians also provide the opportunity to meet with on-site operators, review the system and address any questions or concerns they may have.

### CONTROL LOOP TUNING

Loop Tuning assures the system is operating at peak performance for the upcoming season. Operators may make manual changes during the heating or cooling season to accommodate current comfort requirements. During Control Loop Tuning, any changes that were made in previous months are reviewed and adjusted to accommodate changing seasonal conditions. The operation of mechanical loop components is verified, as well.

### SEQUENCE OF OPERATION VERIFICATION

Sequence of Operation Verification assures the system is operating as intended. During this assessment, unreleased manual overrides are discovered, scheduling discrepancies are corrected, and appropriate set point values are evaluated.

### TRACER DATABASE BACKUP

Throughout the year, changes are continuously being made to the database in response to energy efficiency, occupant comfort or operator interface issues. Trane maintains current and archived backups of all vital Tracer databases to expedite system recovery and restoration to the last known set-up following a catastrophic event.

### SOFTWARE SERVICE PACK UPDATES

The latest service pack updates will be downloaded and installed to the existing software version when available. This assures the software is always up to date with the current versions that enhance usability and functionality. Any unplanned software upgrades above and beyond the annual upgrade will be brought to the customer attention and billable at time and material upon customer approval.

### OPERATOR COACHING

During regularly scheduled visits, Trane technicians will work with on-site operators to develop their skills and proficiencies to help ensure they fully understand how to effectively use the system.

### SCHEDULED VISITS

The agreement includes three scheduled visits per site, per year, to provide the above stated scope of work.





## CUSTOMER RESPONSIBILITIES

Continuous monitoring and an automated alarm process provide reassurance that you will be notified if the systems controlling building environments are not operating as programmed.

Instant notification transmits an alert when systems need attention to avoid operational interruptions.

- Assist with diagnosing any information technology problems such as IP networking issues. Provide site access, network access, and access to ongoing and historical electrical usage information.
- Provide access to data via a Trane approved gateway with appropriate software licenses.
- Provide metering for data collection and connectivity of metering or data collection points to the Trane approved gateway.
- Customer acknowledges that statements concerning energy savings are projections only and actual savings to be realized by Customer are dependent upon many factors, including conservation measures implemented, seasonal weather variations, fuel price, and specific energy use practices of the facility occupants and workers. Nothing contained in energy reports constitutes a guarantee by Trane that the projected savings will be realized.

## “COVERED EQUIPMENT”

Systems & Equip Covered	Qty	Manufacturer	Serial Number	Site Name
Application Tracer SC/SC+ Base Tracer SC/SC+	1 11	Trane	E19K01954	Anaheim High School
Application Tracer SC/SC+ Base Tracer SC/SC+	1 2	Trane	E019H01667	Hope School
Application Tracer SC+ Base Tracer SC/SC+	1 2	Trane	E19H01695	Katella High School

*OPTIONAL ADDITION (Priced Separately): John F. Kennedy High School – Controls configuration to be field verified; quoted price based on (1) Application Tracer SC/SC+*





## OBTAINING SERVICE

To obtain repair service within the Scope of Services, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. The Trane District office identified on the first page of the Agreement is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For repair service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the Scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.



## PRICING AND ACCEPTANCE

### Trane Service Agreement

This Service Agreement for Building Automation Systems consists of the pages beginning with the page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. **Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.**

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Anaheim High School, Hope School, and Katella High School:

Contract Year	Annual Amount USD	Payment USD	Payment Term
2023-2024	\$17,120.00	\$4,280.00	Quarter
2024-2025	\$17,976.00	\$4,494.00	Quarter
2025-2026	\$18,875.00	\$4,718.75	Quarter

☐ **Service Fee Discount.** A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. **Please check the box to select this discount option.**

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

### Term

The Initial Term of this Service Agreement is 3 years, beginning **October 13, 2023** and expiring **October 12, 2026**. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on October 12, 2026, this Agreement shall renew automatically for successive periods of 3 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (714) 983-0505 or by direct mail addressed to: 3253 E Imperial Highway Brea, CA 92821.

### Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to



the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

#### Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

#### Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

#### COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

**This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative Nancy Nien	Submitted By: Rob Palaniuk
Printed Name Assistant Superintendent, Business	Proposal Date: September 20, 2023
Title	Cell: (704) 704-5209
Purchase Order	Office: (714) 983-0505
Acceptance Date	License Number: 1066318
	Authorized Representative
	Account Manager
	Title
	9/21/2023
	Signature Date



## TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane.

**1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

**4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

**5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

**6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

**7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

**8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

**9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop,





control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**13. CONTAMINANTS LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.



**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**19. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to support A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**20. U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**21. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0821)  
Supersedes 1-26.130-7 (0720)

**FOURTH  
AMENDMENT TO THE AGREEMENT  
BETWEEN THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT  
AND  
EIDE BAILLY LLP**

This Amendment Agreement is made and entered into this 13<sup>th</sup> day of October, 2023 (“Effective Date”), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 (“District”), and **Eide Bailly LLP**, 10681 Foothill Blvd Ste 300, Rancho Cucamonga, California 91730 (“Consultant”), for performance auditing services.

WHEREAS, the District and Consultant entered into an agreement on August 14, 2020, setting forth the terms and conditions under which the Consultant would perform professional performance auditing services (“Agreement”), in connection with the District’s facilities projects that require auditing serves under Prop 51 funding by the School Facility Program (“Project” or “Projects”);

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on June 17, 2021, June 16, 2022 and June 15, 2023;

WHEREAS, the term of the Agreement is from August 14, 2020 to June 30, 2024;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed \$75,000;

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. The term of this Agreement shall be extended until June 30, 2025. Neither District nor Consultant shall have any obligations to the other after June 30, 2025 unless and until a written extension agreement is entered into between the parties.
2. The authorized expenditures under this Agreement shall be increased by \$100,000 to not exceed \$175,000 in total.
3. 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  
Anaheim Union High School District

CONSULTANT  
Eide Bailly LLP

\_\_\_\_\_  
Nancy Nien  
Assistant Superintendent, Business

  
\_\_\_\_\_  
Andrew Park  
Partner

Bid 2023-14

**CHANGE ORDER NO.1**

(Deductive)

PROJECT: Bid #2023-14 Districtwide Asphalt Paving (DA, HO &amp; WA)

TO: Ben's Asphalt, Inc.

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: \_

- Work Order 1 – Added work, less Contract Allowance (\$18,856.00)

COST (This cost shall be deleted.):

Original contract price:	\$498,333.00
Change Order amount:	(\$18,856.00)
New contract price:	<u>\$479,477.00</u>

TIME FOR COMPLETION:

Original completion date:	<u>60 Consecutive Calendar Days</u>
Time for completion of	
Change Order:	<u>0 days</u>
New completion date:	<u>60 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

Nelson Smith  
Print Name

VP of Sales  
Title

8/17/23  
Date

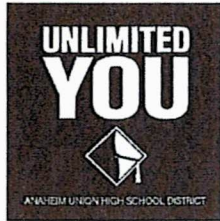
DISTRICT

By: \_\_\_\_\_  
Signature

Nancy Nien  
Print Name

Assistant Superintendent, Business  
Title

\_\_\_\_\_  
Date



Facilities Planning, Design and Construction  
501 Crescent Way ~ P.O. Box 3520  
Anaheim, CA 92803-3520  
Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Districtwide Asphalt Paving (Dale, Hope & Walker)  
Project Number: 2023.14

P.O. #S64A0213  
DSA #: n/a

## Work Order

To: Ben's Asphalt, Inc.  
2200 Yale Street  
Santa Ana, CA 92704

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.

• Credit Back Contract Allowance (SOW Section 1.13)	(\$50,000.00)	DEDUCT
• Per COP 1 – R&R Asphalt for Gate loops at Walker JHS	\$10,296.00	ADD
• Per COP 2 – Additional Mobilization	\$ 1,010.00	ADD
• Per COP 3 – Asphalt repair due to oversaturated subgrade	\$13,898.00	ADD
• Per COP 4 – Grade and pave for Sycamore storage containers	\$ 5,940.00	ADD

**TOTAL: (\$18,856.00) DEDUCT**

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

### COST:

- ☒ Lump Sum (\$18,856.00) ☐ 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		8-22-23
AUHSD Patricia Neely		8/18/23
Contractor		8/17/23
Architect		8/16/23
Project Manager		
IOR		

Wednesday, August 16, 2023

Bid 2023-21

**CHANGE ORDER NO.1**

(Deductive)

PROJECT: Bid #2023-21 Savanna High School Auditorium Ceiling

TO: GDL Best Contractors, Inc.

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: \_

- Work Order 1 – DEDUCT (\$13,000.00)

COST (This cost shall be deleted.):

Original contract price:	\$220,000.00
Change Order amount:	(\$13,000.00)
New contract price:	<u>\$207,000.00</u>

TIME FOR COMPLETION:

Original completion date:	<u>102 Consecutive Calendar Days</u>
Time for completion of	
Change Order:	<u>0 days</u>
New completion date:	<u>102 Consecutive Calendar</u>
<u>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

JOAN PERALTA  
Print Name

Office Manager  
Title

AUGUST 17, 2023  
Date

DISTRICT

By: \_\_\_\_\_  
Signature

Nancy Nien  
Print Name

Assistant Superintendent, Business  
Title

\_\_\_\_\_  
Date

ARCHITECT

By:   
Signature

Robert Webb  
Print Name

Executive Vice President, Principal Architect  
Title

8/17/2023  
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 Auditorium Ceiling  
Project Number: 2023-21

P.O. # S64A0279  
DSA #: 04-121602

## Work Order

To: GDL Best Contractors, Inc.  
7611 Greenleaf Ave.  
Whittier, CA 90602

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. Per COP 1 - Labor to remove existing and install 82 new Lithonia 2RTL4 light fixtures provided by the District. \$17,000.00 ADD
2. Credit for unused Contract Allowance (\$30,000.00) DEDUCT

TOTAL: (\$13,000.00) DEDUCT

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

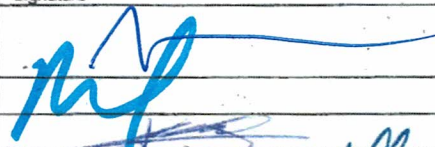
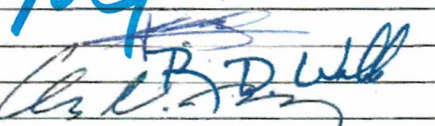
### COST:

- ☒ Lump Sum (\$13,000.00) ☐ Not to Exceed \_\_\_\_\_
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- ☐ Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- ☐ In accordance with contract unit prices

### TIME:

- ☐ No Change ☐ Impact unknown at this time ☐ Impact to contract completion date is estimated at \_\_\_\_\_ days
- ☐ Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. \_\_\_\_\_ days \_\_\_\_\_)

The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business		8-22-23
AUHSD Patricia Neely		8/17/23
Contractor		8/17/23
Architect		8/17/2023
Project Manager		8/17/2023
IOR Michael Hanna		

Thursday, August 17, 2023

**CHANGE ORDER NO. 1**

(Additive)

PROJECT: Bid #2023-25 Oxford Academy PortablesTO: Mobile Modular Construction, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

## DESCRIPTION OF CHANGE:

**Work Order 1 – To include COP's 1 - 4. Total \$44,275.78****Work Order 2 – To include COP's 5 – 7. Total \$41,579.81**

COST (This cost shall not be exceeded.):

Original contract price:	\$ <u>999,999.00</u>
Change Order amount:	\$ <u>85,855.59</u>
New contract price:	\$ <u>1,085,854.59</u>

## TIME FOR COMPLETION:

Original completion date:	<u>88 consecutive calendar days</u>
Time for completion of	
Change Order:	<u>no change</u>
New completion date:	<u>88 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: Mitch Marinescu  
Signature

MITCH MARINESCU  
Print Name

PRESIDENT  
Title

8/16/23  
Date

DISTRICT


By: \_\_\_\_\_  
Signature

Nancy Nien  
Print Name

Assistant Superintendent, Business  
Title

\_\_\_\_\_  
Date

ARCHITECT

By:   
Signature

Gustavo Galindo  
Print Name

Construction Administrator  
Title

8/16/2023  
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: Oxford Academy Portables  
Project Number: 2023-25

P.O. #S64A0292  
DSA #: 04-121582

## Work Order

To: Mobile Modular Construction, Inc.  
18601 Patrician Drive  
Villa Park, CA 92861

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.

COP 1 - Removal of old floor tiles at Portable 903	ADD	\$ 1,997.78
COP 2 - VOID		
JP 3R1 - Dismantle and transport Dale Portables 16 and 28 to Oxford Academy. Demo and haul away ramps, cabinets, sinks and tackwall.	ADD	\$42,278.00
COP 4 - VOID		
<b>TOTAL</b>	<b>ADD</b>	<b>\$44,275.78</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, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

### COST:

- ☒ Lump Sum \$44,275.78 ☐ 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		7-7-23
AUHSD Patricia Neely		7/6/23
Contractor		6/29/23
Architect		6/29/23
Project Manager		6/29/23
IOR		6-29-23

Thursday, June 29, 2023





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: Oxford Academy Portables  
Project Number: 2023-25

P.O. #S64A0292  
DSA #: 04-121582

## Work Order

To: Mobile Modular Construction, Inc.  
18601 Patrician Drive  
Villa Park, CA 92861

Work Order # 2

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 5 Electrical changes per RFI 12 Response	\$ 6,579.81	ADD
COP 6 Onsite relocation of one 24x40 portable. Relocation of one 24x40 portable from Dale JHS to Oxford Academy, including licensing and transport. Relocation of one 24x40 portable from Loara HS to Oxford Academy, including licensing and transport.	\$45,000.00	ADD
COP 7 Onsite relocation of two 24x60 portable classrooms. Onsite relocation of one 12x24 portable restroom building, including custom ramp.	\$40,000.00	ADD
Deduct Contract Allowance SOW 1.13	(\$50,000.00)	DEDUCT

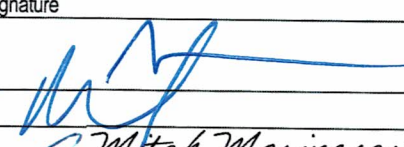
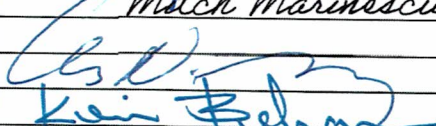
Not Valid until signed by the Owner. Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

### COST:

- ☒ Lump Sum \$41,579.81 ☐ 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		8-22-23
AUHSD Patricia Neely		8/17/23
Contractor	Mitch Marinescu	8/16/23
Architect		8/16/2023
Project Manager		8/15/23
IOR	Kevin Behan	08-15-23

Tuesday, August 15, 2023

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

Quantity	Description
26	Access Point Wireless
1	AV Cart
1	Cabinet, Heated Food Warmer
15	Charging Cart
37	Computer Desktop
5	Computer iMac
49	Computer Keyboard
25	Computer Laptop
43	Computer Monitor
14	Document Camera
4	Food Carts
12	Headphones
1	Interactive Smartboard
461	Laptop Chromebook
83	Laptop Stream
21	Network Switch
11	Point Of Sale
7	Printer
16	Projector
1	Projector Cart
2	Refrigerator
2	Refrigerator, Commercial
134	Server
1	VCR

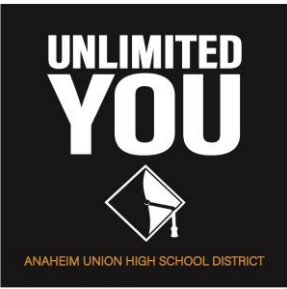
**Declaring Certain Vehicles as Unusable, Obsolete,  
and/or Out-of-Date and Ready for Sale, or Destruction**

Quantity	Vehicle №	Year	Make	Vehicle Vin.
1	Pickup Truck #248	1986	Dodge D-150	1B7FD14H4GS121004

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

EXHIBIT EE

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
<b>Dictionary</b>					
Dictionary	63	Outdated	Fair	Obsolete	No To Be Sold
Spanish-English Dictionary	9	Outdated	Fair	Obsolete	No To Be Sold
<b>Library</b>					
Library Books Misc.	580	Outdated	Fair	Obsolete	No To Be Sold
<b>Spanish</b>					
Avancemos 1	259	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 2	14	Outdated	Fair	Obsolete	No To Be Sold
Entre Mundos	47	Outdated	Fair	Obsolete	No To Be Sold
Nuevas Vistas 1	37	Outdated	Fair	Obsolete	No To Be Sold
<b>Thesaurus</b>					
Thesaurus	18	Outdated	Fair	Obsolete	No To Be Sold



**DONATIONS**

**October 12, 2023**

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Walker	Avery Products Corporation	Office Supplies
	The Kennedy Center for the Performing Arts Foundation	\$1,500, Choir Program

**ANAHEIM UHSD**  
**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**  
**BOARD OF TRUSTEES MEETING 10/12/2023**

**EXHIBIT GG**  
**FROM 09/05/2023 TO 10/02/2023**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64T0140	360DTH LLC	672.07	672.07	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0152	360DTH LLC	672.07	672.07	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
T64R0397	4ALLPROMOS LLC.	171.30	171.30	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R0377	5 STAR STUDENTS LLC	349.00	349.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
T64R0378	5 STAR STUDENTS LLC	399.00	399.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
T64X0405	A AND C URGENT CARE	5,000.00	5,000.00	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL PROF
T64R0367	A PLUS EDUCATION	1,000.00	1,000.00	0115115010 5880	EDUCATION/INSTR / OTHER OPERATING EXPENSES
T64R0375	ACSA FOUNDATION FOR EDUC. ADM	8,563.44	1,933.68	0102102072 5310	SUPT/OTHER GENERAL ADMIN / DUES AND
			1,657.44	0104104072 5310	CERT HR/GENL ADM / DUES AND MEMBERSHIPS
			1,657.44	0106106072 5310	BUSINESS/GENL ADM / DUES AND MEMBERSHIPS
			3,314.88	0115115072 5310	EDUCATION/GENL ADM / DUES AND MEMBERSHIPS
T64R0404	ACSA REGION XVII	300.00	300.00	0102102071 5310	SUPT/BRD SUPT / DUES AND MEMBERSHIPS
T64R0434	ACTION DUCT CLEANING CO.	1,000.00	1,000.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
T64A0105	ALCARAZ, MARICELA	22,500.00	22,500.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
T64R0394	ALL AMERICAN TROPHY ENGRAVING	892.17	892.17	0115115010 4320	EDUCATION/INSTR / OTHER OFFICE/MISC SUPPLIES
T64R0355	AMAZON CAPITAL SERVICE	263.66	263.66	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64R0361	AMAZON CAPITAL SERVICE	198.15	198.15	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
T64R0363	AMAZON CAPITAL SERVICE	790.60	790.60	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
T64R0383	AMAZON CAPITAL SERVICE	637.16	637.16	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64R0390	AMAZON CAPITAL SERVICE	218.92	218.92	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R0399	AMAZON CAPITAL SERVICE	506.24	506.24	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64R0412	AMAZON CAPITAL SERVICE	424.48	41.15	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
			383.33	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
T64R0442	AMAZON CAPITAL SERVICE	57.64	57.64	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC

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T64R0444	AMAZON CAPITAL SERVICE	75.38	75.38	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64R0456	AMAZON CAPITAL SERVICE	90.49	90.49	0127088039 4320	KE/PARENT CENTER/OTH PUPIL SER / OTHER
T64R0460	AMAZON CAPITAL SERVICE	151.66	151.66	0134000927 4210	WA/LCFF-CONCENTRATION/SCH ADM / BOOKS AND SUPPLIES
T64R0478	AMAZON CAPITAL SERVICE	585.50	585.50	0160750110 4310	SCHL MNTL HLTH/S&C (GOAL 1.1a) / INSTRUCTIONAL MATL & SUPPLIES
T64R0515	AMAZON CAPITAL SERVICE	367.98	367.98	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MATL & SUPPLIES
T64R0517	AMAZON CAPITAL SERVICE	386.27	386.27	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MATL & SUPPLIES
T64T0145	AMAZON CAPITAL SERVICE	140.06	140.06	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64R0475	AMERICAN CASUAL	713.30	713.30	0125000040 4310	KA/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
T64R0526	ANAHEIM CONVENTION CENTER	1,800.00	1,800.00	0117751121 5620	IS/GOAL 1.11c/SUPV INSTR / RENTALS/OPERATING
T64R0527	ANAHEIM CONVENTION CENTER	3,850.00	3,850.00	0117751110 5880	IS/DUAL ENROLLMENT/INSTR / OTHER OPERATING
T64X0404	ANAHEIM HIGH SCHOOL	22,000.00	22,000.00	0120028040 5810	AN/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
T64T0167	APPLE INC	300.00	300.00	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MATL & SUPPLIES
T64T0176	APPLE INC	11,655.31	11,655.31	0153385010 4410	SP/TITLE IV, PART A/INSTR / EQUIPMENT - NON-
T64R0497	ARBOR SCIENTIFIC	2,996.88	2,996.88	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64T0126	AREY JONES EDUCATIONAL SOLUTIONS	4,461.83	4,461.83	0137000910 4410	SY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0143	AREY JONES EDUCATIONAL SOLUTIONS	62,069.50	62,069.50	0108750410 4410	IT/TECHNOLOGY/INSTR / EQUIPMENT - NON-
T64T0151	AREY JONES EDUCATIONAL SOLUTIONS	1,203.27	1,203.27	0142000010 4310	OXFORD/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64A0131	ART OF EDUCATION UNIVERSITY LLC	25,571.00	25,571.00	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
T64R0403	AUHSD	1,363,348.79	1,363,348.79	0100000000 8220	GEN FUND/INC & BALANCE SHEET / FEDR CHILD
T64R0424	AUHSD	247.83	247.83	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R0432	AUTOMATED GATE SERVICES INC	864.76	864.76	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE
T64A0139	AVID CENTER	1,050.00	1,050.00	0163379021 5810	TITLE IIIA / LIMITED ENG PROG / NON-

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T64R0469	AVID CENTER	799.00	799.00	0138000910 5210	BA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64A0102	AWARENESS IN MOTION LLC	47,900.00	47,900.00	0115469210 5810	ED SERVICES/ED EFFECTIVENESS / NON-
T64R0463	B AND H PHOTO VIDEO INC	1,831.83	1,831.83	0175000010 4410	CVA/INDEPENDENT STUDY/INSTR / EQUIPMENT -
T64T0128	B AND H PHOTO VIDEO INC	162.33	162.33	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0136	B AND H PHOTO VIDEO INC	346.90	346.90	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0172	B AND H PHOTO VIDEO INC	19,260.98	7,724.14	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			11,536.84	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
T64R0448	B AND M LAWN AND GARDEN INC	578.57	172.32	0123000081 4347	SA/MO / OPERATIONS SUPPLIES - MISC
			406.25	0123000081 5610	SA/MO / REPAIRS/MAINT - O/S SERVICES
T64R0334	BARNES AND NOBLE	724.08	724.08	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
T64R0464	BARNES AND NOBLE	671.71	671.71	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE MATERIAL
T64R0495	BARNES AND NOBLE	805.97	805.97	0121381010 4210	WE/ECIA TITLE I/INSTRUCTI / BOOKS AND
T64R0352	BAVCO	8,240.56	310.03	0121222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			3,810.25	0121222081 4410	OPERATIONS - GROUNDS / EQUIPMENT - NON-
			310.03	0134222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			3,810.25	0134222081 4410	OPERATIONS - GROUNDS / EQUIPMENT - NON-
T64A0112	BEACON DAY SCHOOL	217,917.92	217,917.92	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0113	BEACON DAY SCHOOL	190,561.40	190,561.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0115	BEACON DAY SCHOOL	196,378.20	196,378.20	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0116	BEACON DAY SCHOOL	190,328.20	190,328.20	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0117	BEACON DAY SCHOOL	179,912.20	179,912.20	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0118	BEACON DAY SCHOOL	185,425.06	185,425.06	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0119	BEACON DAY SCHOOL	217,866.32	217,866.32	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0120	BEACON DAY SCHOOL	203,196.00	203,196.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS



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T64A0137	BICKMORE RISK SERVICES	4,400.00	4,400.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
T64A0132	BIG BROTHERS BIG SISTERS OF OR	25,000.00	25,000.00	0102087072 5805	SUPERINTENDENT/KAUFMAN/OTH / INSTRUCTIONA
T64R0420	BIO RAD LABORATORIES INC.	535.99	535.99	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R0519	BIO RAD LABORATORIES INC.	717.62	717.62	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R0452	BLICK ART MATERIALS LLC	429.49	429.49	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R0455	BLICK ART MATERIALS LLC	503.49	503.49	0123381110 4310	SAVANNA/TITLE I/PARENTING / INSTRUCTIONAL
T64R0510	BLICK ART MATERIALS LLC	729.40	729.40	0134005010 4310	WA/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64T0153	BLUUM USA INC.	13,618.50	13,618.50	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R0341	BOOK SYSTEMS INC	73.27	73.27	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R0348	BOOMERANG PROJECT	950.00	950.00	0121000910 5880	WE/LCFF-CONCENTRATION/INSTR / OTHER
T64R0500	BOOMERANG PROJECT	950.00	950.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64R0373	BSN SPORTS	780.83	780.83	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64R0426	BSN SPORTS	860.64	860.64	0135750640 4310	DALE/AFTER SCHOOL/ANCIL / INSTRUCTIONAL
T64R0427	BSN SPORTS	1,389.32	1,389.32	0142750640 4310	OX/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL
T64R0477	BSN SPORTS	335.00	335.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R0489	BSN SPORTS	1,092.27	1,092.27	0122028040 4310	MA/ATHLET/ANCILL / INSTRUCTIONAL MATL &
T64R0351	BUDDY'S ALL STARS INC	1,459.43	1,459.43	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64R0384	BULK BOOKSTORE	542.31	542.31	0117468010 4210	IS/LOTTERY/INSTR / BOOKS AND REFERENCE
T64R0514	C AND L CUSTOM JACKETS	5,318.54	5,318.54	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64R0520	C.W. SPORT AND GOODS	387.90	387.90	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R0439	CAASFEP	1,005.00	1,005.00	0153381510 5210	ECIA-I/PROFESSIONAL DEVELOPMNT / TRAVEL ANI
T64R0462	CADA CENTRAL	605.00	605.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
T64R0468	CADA CENTRAL	910.00	910.00	0123381010 5210	SA/TITLE I/INSTR / TRAVEL AND CONFERENCE

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T64R0479	CADA CENTRAL	555.00	555.00	0142025040 5210	OXFORD/ANCIL / TRAVEL AND CONFERENCE
T64R0480	CADA CENTRAL	480.00	480.00	0131000910 5210	BR/LCFFF-CONCENTRATION/INSTR / TRAVEL AND
T64R0503	CADA CENTRAL	455.00	455.00	0124025040 5210	LOARA/ASB/ANCIL / TRAVEL AND CONFERENCE
T64R0523	CADA CENTRAL	1,210.00	1,210.00	0135000910 5210	DA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64R0359	CAL BUILDING SYSTEMS INC	9,100.00	9,100.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64X0408	CALIFORNIA DEPARTMENT OF EDUC.	30,000.00	30,000.00	2756731185 6220	BOND SERIES 2019 - MEAS H / PLANNING - CDE PLAI
T64A0108	CALIFORNIA IT IN EDUCATION	5,750.00	5,750.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64R0459	CALIFORNIA LATINO SCHOOL	795.00	795.00	0161381010 5210	PO/TITLE I/INSTR / TRAVEL AND CONFERENCE
T64C0024	CALIFORNIA SCIENCE	3,835.00	295.00	0120000910 5210	AN/LCFF-CONCENTRATION/INSTR / TRAVEL AND
			295.00	0122381010 5210	MA/ECIA1/INSTR / TRAVEL AND CONFERENCE
			295.00	0125381010 5210	KA/ECIA1/INSTR / TRAVEL AND CONFERENCE
			1,180.00	0135381010 5210	DALE/ECIA1/INSTR / TRAVEL AND CONFERENCE
			295.00	0138000910 5210	BA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
			295.00	0140381010 5210	SOUTH/ECIA1/INSTR / TRAVEL AND CONFERENCE
			590.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
			295.00	0168381010 5210	GI/TITLE I/INSTR / TRAVEL AND CONFERENCE
			295.00	0175000010 5210	CVA/INDEPENDENT STUDY/INSTR / TRAVEL AND
T64R0494	CAROLINA BIOLOGICAL SUPPLY CO.	757.21	757.21	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R0354	CART MAN INC, THE	215.54	215.54	0131000081 5610	BR/MO / REPAIRS/MAINT - O/S SERVICES
T64R0387	CDW GOVERNMENT INC.	77.58	77.58	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0148	CDW GOVERNMENT INC.	5,581.46	5,581.46	0108750410 4410	IT/TECHNOLOGY/INSTR / EQUIPMENT - NON-
T64T0180	CDW GOVERNMENT INC.	345.00	345.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64R0327	CENGAGE LEARNING	2,016.00	2,016.00	0117468010 4210	IS/LOTTERY/INSTR / BOOKS AND REFERENCE
T64T0159	CENGAGE LEARNING	280.00	280.00	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA

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T64T0170	CI SOLUTIONS	1,370.00	1,370.00	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER
T64R0496	CIF STATE OFFICE	1,385.12	1,385.12	0124000010 5310	LOARA/INSTR / DUES AND MEMBERSHIPS
T64T0169	CLEVER PROTOTYPES LLC	239.76	239.76	0123000910 5880	SA/LCFF-CONCENTRATION/INSTR / OTHER
T64R0458	CLOSING THE GAP	1,785.00	1,785.00	0147000910 5210	HOPE/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64R0465	CMC SOUTH	175.00	175.00	0132381010 5210	OR/ECIA1/INSTR / TRAVEL AND CONFERENCE
T64R0467	CMC SOUTH	470.00	470.00	0132381010 5210	OR/ECIA1/INSTR / TRAVEL AND CONFERENCE
T64R0528	CMC SOUTH	235.00	235.00	0168381010 5210	GI/TITLE I/INSTR / TRAVEL AND CONFERENCE
T64R0502	CMEA	175.00	175.00	0153752140 5210	COLOR & LIGHT/ANCIL / TRAVEL AND CONFERENC
T64R0472	CONSTITUTIONAL RIGHTS	1,100.00	1,100.00	0127000910 5880	KE/LCFF-CONCENTRATION/INSTR / OTHER
T64R0357	COSCO FIRE PROTECTION INC	939.00	939.00	0140230081 5610	SOUTH/GENERAL/MO / REPAIRS/MAINT - O/S
T64R0396	CROWD FAVORITE PROMOTIONAL	1,741.58	1,741.58	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R0368	CULVER NEWLIN	544.61	544.61	0147257011 4320	SEVER HDCP/SE SEP CL/SEV / OTHER OFFICE/MISC
T64R0347	CVENT INC.	10,263.40	10,263.40	0102102071 5880	SUPT/BRD SUPT / OTHER OPERATING EXPENSES
T64R0401	DAVID'S TREE SERVICE INC	5,760.00	5,760.00	0132222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
T64A0122	DEL SOL SCHOOL	51,544.00	51,544.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64R0440	DEMIDEC CORPORATION	200.00	200.00	0127086010 5880	KE/ACADEMIC DECATHALON / OTHER OPERATING
T64T0179	DOCUMENT TRACKING SERVICE LLC	11,734.29	11,734.29	0153750410 5880	SP/SCHOOLOGY/INSTR / OTHER OPERATING
T64A0130	DRISDELLE, JUSTIN	1,000.00	1,000.00	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
T64C0020	ECONOMY RENTALS INC	271.72	271.72	0120000981 5620	AN/LCFF/M & O / RENTALS/OPERATING LEASES
T64A0103	EDUCATIONAL POLICY IMPROVEMENT	85,500.00	85,500.00	0115469210 5810	ED SERVICES/ED EFFECTIVENESS / NON-
T64R0360	ESIGN SERVICES INC	1,873.44	1,873.44	0123140027 5610	SA/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
T64T0178	EXPLORELEARNING LLC	82,476.00	82,476.00	0117469210 5880	INSTR SVC/ED EFFECTIVENESS / OTHER OPERATING
T64T0134	FARIA SYSTEMS INC	2,760.00	2,760.00	0127000810 5880	KE/LCFF-SUPPLEMENTAL/INSTR / OTHER OPERATING

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T64R0353	FERGUSON ENTERPRISES INC	1,716.74	1,716.74	0137239081 4410	SY/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
T64R0512	FIVE STAR RUBBER STAMP INC	132.46	132.46	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
T64C0023	FLEET SERVICES INC	985.38	985.38	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
T64R0419	FLINN SCIENTIFIC INC	369.86	369.86	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0127	FOLLETT CONTENT SOLUTIONS LLC	199.99	199.99	0127000810 5880	KE/LCFF-SUPPLEMENTAL/INSTR / OTHER OPERATIN
T64A0110	FOUNDATION FOR EDUCATIONAL	2,870.00	2,870.00	0104104072 5810	CERT HR/GENL ADM / NON-INSTRUCTIONAL PROF
T64R0406	FOUNDATION FOR EDUCATIONAL	399.00	399.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
T64R0374	FULLERTON ACE HARDWARE	246.75	246.75	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
T64R0389	FUN SERVICES	1,395.00	1,395.00	0172901010 5620	SS/LOCAL GRANT/INSTR / RENTALS/OPERATING
T64S0057	GENERAL INDUSTRIAL TOOL AND SU	292.65	292.65	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0150	GENERATION GENIUS INC	225.00	225.00	0140272511 5880	SO/AUTISM/SE SEP CL/SEV / OTHER OPERATING
T64R0508	GIANNELLI ELECTRIC INC.	3,736.00	3,736.00	2542710185 6274	OXFORD/DEVELOPER FEES/FAC ACQ /
T64R0416	GRAY STEP SOFTWARE INC	465.00	465.00	0140000910 5210	SO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64R0417	GRAY STEP SOFTWARE INC	465.00	465.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64R0435	GRAY STEP SOFTWARE INC	930.00	930.00	0128025040 5210	CY/ASB/ANCIL / TRAVEL AND CONFERENCE
T64R0461	GRAY STEP SOFTWARE INC	465.00	465.00	0135381010 5210	DALE/ECIA1/INSTR / TRAVEL AND CONFERENCE
T64R0481	GRAY STEP SOFTWARE INC	465.00	465.00	0131000910 5210	BR/LCFFF-CONCENTRATION/INSTR / TRAVEL AND
T64R0482	GRAY STEP SOFTWARE INC	465.00	465.00	0131000910 5210	BR/LCFFF-CONCENTRATION/INSTR / TRAVEL AND
T64R0483	GRAY STEP SOFTWARE INC	465.00	465.00	0121025040 5210	ASB/ANCIL / TRAVEL AND CONFERENCE
T64R0505	GRAY STEP SOFTWARE INC	930.00	930.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
T64R0431	GRUNDFOS CBS INC	5,794.00	2,897.00	0120240081 5610	ANAHEIM/POOL/MO / REPAIRS/MAINT - O/S SERVICE
			2,897.00	0128240081 5610	CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64R0474	GUBSER & SCHNAKENBERG LLC	2,661.44	2,661.44	0128025040 4410	CY/ASB/ANCIL / EQUIPMENT - NON-CAPITALIZED

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T64R0372	HAMILTON CEILING SYSTEMS	108,130.00	108,130.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
T64R0507	HAULAWAY STORAGE CONTAINERS IN	588.00	588.00	2735731185 6274	DALE/BOND SERIES 2019 - MEAS H / CONSTRUCTION
T64A0121	HEALTHY ADVENTURES FOUNDATION	70,000.00	70,000.00	0104104072 5810	CERT HR/GENL ADM / NON-INSTRUCTIONAL PROF
T64R0356	HERK EDWARDS INC.	6,100.00	2,250.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
			3,850.00	0144230081 5610	LEX/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64S0060	HILLYARD FLOOR CARE SUPPLY	8,163.36	8,163.36	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R0499	HYATT HOUSE ANAHEIM RESORT	1,000.00	1,000.00	0117452550 5880	IS/CA COMM SCHOOLS (CCSPP) / OTHER OPERATING
T64R0346	IMAGE APPAREL FOR BUSINESS	1,508.50	1,508.50	0111220081 4345	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64X0414	INTEGRATED PEST CONTROL MANAGE	12,000.00	12,000.00	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
T64T0147	IXL	249.00	249.00	0128272511 5880	AUTISM/SE SEP CL/SEV / OTHER OPERATING
T64R0506	J AND A FENCE	149,500.00	149,500.00	4528724085 6126	CY/NEIGHBORHOOD DEVE/FAC A / SITE IMPR
T64R0441	J.W. PEPPER AND SON INC.	359.55	359.55	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64X0401	J.W. PEPPER AND SON INC.	600.00	600.00	0128008010 4310	CY/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
T64T0132	JOURNEYED.COM INC.	250.00	250.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64T0157	JOURNEYED.COM INC.	375.00	375.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64R0449	KNORR SYSTEMS INC.	1,551.77	1,551.77	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIE
T64R0402	KYA SERVICES	37,645.96	37,645.96	0156374085 6274	FAC/COOK AUDITORIUM/ACQ / CONSTRUCTION -
T64R0466	LAGUNA CLAY CO.	2,452.55	2,452.55	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0139	LAMINATION DEPOT INC.	160.55	160.55	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R0408	LANDSCAPE EXPO	493.00	493.00	0111222081 5210	OPERATIONS - GROUNDS / TRAVEL AND
T64A0111	LANGUAGE NETWORK INC	90,000.00	90,000.00	0163000921 5810	EL/LCFF-CONCENTRATION/SUPV / NON-
T64T0142	LITTLE FOX ONLINE	90.00	90.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
T64T0165	LITTLE FOX ONLINE	90.00	90.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING

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T64X0406	MAGNOLIA HIGH SCHOOL	22,000.00	22,000.00	0122751640 5810	MA/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROJ
T64X0411	MAMACITA LAUNDRY LLC	2,000.00	2,000.00	0121751681 5560	WE/ATHLETICS/M & O / LAUNDRY
T64R0504	MAYFLOWER DISTRIBUTING COMPANY	325.12	325.12	0117751110 5880	IS/DUAL ENROLLMENT/INSTR / OTHER OPERATING
T64R0382	MC GRAW HILL EDUCATION INC.	646.82	646.82	0117468010 4210	IS/LOTTERY/INSTR / BOOKS AND REFERENCE
T64R0409	MC GRAW HILL EDUCATION INC.	51,050.87	51,050.87	0117468010 4210	IS/LOTTERY/INSTR / BOOKS AND REFERENCE
T64C0028	MD INSTALLATIONS INT'L INC.	1,650.00	1,650.00	0115115021 5610	EDUCATION/SUPV INST / REPAIRS/MAINT - O/S
T64R0379	MD INSTALLATIONS INT'L INC.	14,998.00	14,998.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
T64R0516	MD INSTALLATIONS INT'L INC.	1,780.00	1,780.00	0115115021 4410	EDUCATION/SUPV INST / EQUIPMENT - NON-
T64R0453	MONTGOMERY HARDWARE CO.	3,794.35	2,016.71 1,777.64	0121230081 4355 0121230081 4410	WESTERN/GENERAL/MO / MAINTENANCE SUPPLIES WESTERN/GENERAL/MO / EQUIPMENT - NON-
T64R0370	MORALES, JANE	253.41	253.41	0127177072 5230	KENNEDY/RISK MANAGEMENT/OTHER /
T64A0135	MOUNTAIN VALLEY CHILD AND FAMI	331,047.50	288,167.50 42,880.00	0119282439 5860 0119285018 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64R0391	MRS. NELSON'S BOOK COMPANY LLC	1,204.91	1,204.91	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0493	MRS. NELSON'S BOOK COMPANY LLC	2,002.05	2,002.05	0123381010 4210	SA/TITLE I/INSTR / BOOKS AND REFERENCE
T64R0414	MUSIC AND ARTS CENTER	3,900.59	3,900.59	0123007010 4310	SA/INS MUS/INSTR / INSTRUCTIONAL MATL &
T64R0473	MUSIC AND ARTS CENTER	2,609.45	2,609.45	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R0471	NATIONAL COUNCIL OF TEACHERS	2,500.00	2,500.00	0102102071 5210	SUPT/BRD SUPT / TRAVEL AND CONFERENCE
T64R0485	NATURAL GAS VEHICLE INSTITUTE	2,819.90	2,819.90	0113113072 5210	TRANS/TRANS SP-ED/GEN ADMIN / TRAVEL AND
T64A0099	NEAL E. TAYLOR	1,000.00	1,000.00	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
T64X0407	NEW GREEN LEAF INC	500.00	500.00	0122007081 5560	MA/INST MUS/MO / LAUNDRY
T64X0412	NEW GREEN LEAF INC	2,000.00	2,000.00	0122751681 5560	MA/ATHLETICS/M & O / LAUNDRY
T64R0371	NEW MANAGEMENT INC.	302.15	302.15	0134000081 4347	WA/MO / OPERATIONS SUPPLIES - MISC

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T64A0104	NORTH ORANGE COUNTY ROP	7,751,252.00	3,875,626.00	0100510592 7283	ROP TUITION PASS THRU / ALL OTHER TRANSFERS
			3,875,626.00	0117432010 5100	CTE INCENTIVE GRANT/INST / SUBAGREEMENTS FO
T64T0137	NSAV SOLUTIONS	541.47	541.47	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R0393	OCDE	45.00	45.00	0127399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
T64R0421	OCDE	2,357.31	2,357.31	0119283134 5880	SYS/HEALTH / OTHER OPERATING EXPENSES
T64R0447	OES OFFICE FURNITURE	2,973.90	2,973.90	0127025040 4310	KE/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
T64R0454	OES OFFICE FURNITURE	1,244.51	1,244.51	0140000081 4347	SOUTH/MO / OPERATIONS SUPPLIES - MISC
T64R0369	OFFICE DEPOT	136.83	136.83	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
T64R0385	OFFICE DEPOT	106.64	106.64	0138000034 4320	BALL/HEALTH / OTHER OFFICE/MISC SUPPLIES
T64A0125	OLIVE CREST	89,296.13	89,296.13	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0126	OLIVE CREST	66,498.41	66,498.41	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0127	OLIVE CREST	107,933.54	107,933.54	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0128	OLIVE CREST	69,396.03	69,396.03	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0129	OLIVE CREST	66,498.41	66,498.41	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0136	OLIVE CREST	107,933.54	107,933.54	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0138	OLIVE CREST	91,926.23	91,926.23	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64T0181	OPEN FUTURE LLC	145.00	145.00	0147399010 5880	TITLE II IMP TCHR QUAL ED / OTHER OPERATING
T64C0026	ORANGE COUNTY CIRCUIT BREAKERS	635.73	635.73	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
T64A0106	PARADIGM HEALTHCARE SERVICES L	450,000.00	450,000.00	0119541034 5810	SYS/MEDI-CAL REIM/HEALTH / NON-INSTRUCTIONA
T64R0501	PERMA BOUND	2,523.40	2,523.40	0128000910 4210	CY/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R0340	PITNEY BOWES	252.14	252.14	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
T64T0177	PLAY VERSUS INC	2,400.00	2,400.00	0125000010 5880	KA/INSTR / OTHER OPERATING EXPENSES
T64R0366	PLAYSCRIPTS INC.	443.93	350.02	0144006010 4310	LEX/THEATER/INSTR / INSTRUCTIONAL MATL &



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T64R0366	*** CONTINUED ***				
			93.91	0144006010 5880	LEX/THEATER/INSTR / OTHER OPERATING EXPENSE
T64A0123	PORTVIEW PREPARATORY INC.	151,676.40	151,676.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0124	PORTVIEW PREPARATORY INC.	142,079.00	142,079.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64R0529	PRAXIS LEAD EQUITY LLC	15,000.00	15,000.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
T64R0349	PRECISION DYNAMICS CORP.	283.60	283.60	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
T64R0484	PSYCHOLOGICAL ASSESSMENT RESOU	35,736.56	35,736.56	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
T64X0403	QUADIENT INC	3,000.00	3,000.00	0114114072 4347	WAREHOUSE/GENL ADM / OPERATIONS SUPPLIES -
T64X0413	QUADIENT INC	10,000.00	10,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
T64T0174	RAPTOR TECHNOLOGIES LLC	750.00	125.00	0172172010 5810	SAFE SCHOOLS/INSTR / NON-INSTRUCTIONAL PRO
			625.00	0172172010 5880	SAFE SCHOOLS/INSTR / OTHER OPERATING
T64C0019	REFRIGERATION SUPPLIES DIST.	7,178.33	7,178.33	0128235081 6490	CY/HVAC/MO / EQUIPMENT - OTHER
T64T0173	RENAISSANCE LEARNING INC	6,470.00	6,470.00	0120000910 5880	AN/LCFF-CONCENTRATION/INSTR / OTHER
T64R0343	RIDDELL ALL AMERICAN	210.13	210.13	0122028040 4310	MA/ATHLET/ANCILL / INSTRUCTIONAL MATL &
T64R0386	RIOS, BERNICE	2,100.00	2,100.00	0172000810 5880	SAFE SCHL/LCFF/INSTR / OTHER OPERATING
T64X0415	RITZ CLEANERS, THE	1,500.00	1,500.00	0120007081 5560	ANA/INS MUS/MO / LAUNDRY
T64R0350	RIV OR COUNTIES PUMP COMPANY I	19,014.15	1,837.70	0121222081 4355	OPERATIONS - GROUNDS / MAINTENANCE SUPPLIE
			2,317.50	0121222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			5,840.10	0121222081 6490	OPERATIONS - GROUNDS / EQUIPMENT - OTHER
			1,549.37	0132222081 4410	OPERATIONS - GROUNDS / EQUIPMENT - NON-
			1,330.00	0132222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			1,100.00	0168222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			5,039.48	0168222081 6490	OPERATIONS - GROUNDS / EQUIPMENT - OTHER
T64R0498	RIVERSIDE INSIGHTS	612.78	612.78	0135283232 4310	DA/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
T64R0522	ROCKLER WOODWORKING AND	1,751.86	1,751.86	0127546910 4410	KE/SWP K12 PATHWAY(ROUND 5) / EQUIPMENT -

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T64R0405	ROYALE MANAGEMENT GROUP LLC	3,588.00	3,588.00	0172489510 5880	SAFE SCHL/TUPE GNT-COHORT J / OTHER OPERATING EXPENSES
T64R0364	SCHOOL NEWS ROLL CALL LLC	1,646.00	1,646.00	0102173071 5880	PUBLIC INFORMATION OFFICER / OTHER OPERATING EXPENSES
T64A0114	SCHOOL SERVICES OF CALIFORNIA	4,500.00	4,500.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROFESSIONAL
T64R0445	SCHOOL SPECIALTY INC	1,018.44	1,018.44	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64R0358	SCP DISTRIBUTORS LLC	3,956.35	3,956.35	0110240081 4410	MAINTENANCE/POOL/MO / EQUIPMENT - NON-OPERATING
T64T0133	SEHI COMPUTER PRODUCTS INC	2,586.00	2,586.00	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64T0141	SEHI COMPUTER PRODUCTS INC	1,126.29	1,126.29	0105105072 4410	CLASS HR/GENL ADM / EQUIPMENT - NON-OPERATING
T64T0144	SEHI COMPUTER PRODUCTS INC	1,293.00	1,293.00	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64T0146	SEHI COMPUTER PRODUCTS INC	215.50	215.50	0111220081 4310	OPERATIONS - GENERAL / INSTRUCTIONAL MATL & SUPPLIES
T64T0149	SEHI COMPUTER PRODUCTS INC	940.08	940.08	0110235081 4410	MAINTENANCE/HVAC/MO / EQUIPMENT - NON-OPERATING
T64T0154	SEHI COMPUTER PRODUCTS INC	26,120.53	26,120.53	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
T64T0156	SEHI COMPUTER PRODUCTS INC	1,830.89	1,830.89	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64T0166	SEHI COMPUTER PRODUCTS INC	8,015.05	8,015.05	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT - NON-OPERATING
T64S0058	SHAMROCK SUPPLY CO.	656.90	656.90	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R0525	SHRM	244.00	244.00	0104104072 5310	CERT HR/GENL ADM / DUES AND MEMBERSHIPS
T64A0133	SOBEL GROUP INC., THE	50,000.00	50,000.00	0104104072 5810	CERT HR/GENL ADM / NON-INSTRUCTIONAL PROFESSIONAL
T64T0130	SOFTWARE 4 SCHOOLS	549.00	549.00	0121000910 5880	WE/LCFF-CONCENTRATION/INSTR / OTHER
T64T0155	SOFTWARE 4 SCHOOLS	1,019.35	1,019.35	0137000910 5880	SY/LCFF-CONCENTRATION/INSTR / OTHER
T64R0433	SOUTH COAST AIR QUALITY	1,124.11	458.85 665.26	0110230081 5880 0127230081 5880	MAINTENANCE/MO / OTHER OPERATING EXPENSES KE/GENERAL/MO / OTHER OPERATING EXPENSES
T64R0362	SOUTHWEST SCHOOL AND OFFICE SUPPLY	468.11	468.11	0120261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL MATL & SUPPLIES
T64R0415	SOUTHWEST SCHOOL AND OFFICE SUPPLY	53.12	53.12	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64R0511	SOUTHWEST SCHOOL AND OFFICE SUPPLY	813.54	813.54	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIES

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T64R0513	SOUTHWEST SCHOOL AND OFFICE SU	117.64	117.64	0104104172 4320	HR/ACCOMMODATIONS/OTHR ADMIN / OTHER
T64R0518	SOUTHWEST SCHOOL AND OFFICE SU	160.11	160.11	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
T64T0163	SOUTHWEST SCHOOL AND OFFICE SU	242.28	242.28	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER
T64R0388	STAPLES ADVANTAGE	206.93	206.93	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R0446	STAPLES ADVANTAGE	249.85	249.85	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64X0402	STAPLES ADVANTAGE	635.00	635.00	0117752121 4310	ED/S & C/ INSTR SUP & ADMIN / INSTRUCTIONAL
T64R0430	STATE OF CALIFORNIA	125.00	125.00	0137230081 5610	SY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R0450	STOTZ EQUIPMENT	1,288.34	1,288.34	0142000081 5610	OXFORD/MO / REPAIRS/MAINT - O/S SERVICES
T64T0168	STUDENT LAP TRACKER	994.26	413.76	0144385010 4310	LEX/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			580.50	0144385010 5880	LEX/TITLE IV/INSTR / OTHER OPERATING EXPENSES
T64A0097	SUNDGREN, VICKI R.	500.00	500.00	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
T64R0376	SUPERIOR TEXT	511.81	511.81	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0380	SUPERIOR TEXT	2,456.85	2,456.85	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0381	SUPERIOR TEXT	3,780.14	3,780.14	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0410	SUPERIOR TEXT	3,544.98	3,544.98	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0411	SUPERIOR TEXT	6,543.44	6,543.44	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0413	SUPERIOR TEXT	15,623.80	15,623.80	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0418	SUPERIOR TEXT	3,215.26	3,215.26	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0423	SUPERIOR TEXT	2,368.61	2,368.61	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0428	SUPERIOR TEXT	477.12	477.12	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0429	SUPERIOR TEXT	1,042.00	1,042.00	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64R0470	SUPERIOR TEXT	8,649.22	8,649.22	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
T64T0161	SWEETWATER	96.98	96.98	0164901000 4320	PD/OCDE(TITAN ED)/STUART DEMON / OTHER

**ANAHEIM UHSD**  
**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**  
**BOARD OF TRUSTEES MEETING 10/12/2023**

**FROM 09/05/2023 TO 10/02/2023**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64X0409	SWRCB	5,000.00	5,000.00	2756731185 6222	BOND SERIES 2019 - MEAS H / PLANNING - AGENCY
T64R0422	TACOS EL GUERASO LLC	1,495.00	1,495.00	0115115010 4390	EDUCATION/INSTR / MEETING EXPENSE - FOOD
T64T0129	TEACHERS PAY TEACHERS	94.40	94.40	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64T0158	TEACHERS PAY TEACHERS	1,800.00	1,800.00	0168381010 5880	GI/TITLE I/INSTR / OTHER OPERATING EXPENSES
T64A0095	TEACHFX INC	75,000.00	75,000.00	0164750110 5805	PD/INDUCTION/INSTR / INSTRUCTIONAL PROF
T64A0107	TEAMCIVX LLC	200,000.00	200,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
T64T0160	TECHSMITH	7,900.79	7,900.79	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
T64T0138	TELESTREAM LLC	119.00	119.00	0140000910 5880	SO/LCFF-CONCENTRATION/INSTR / OTHER
T64T0164	TEXTHELP INC	35,811.51	35,811.51	0153381021 5880	SP PR ADM/ECIA1/SUPV INST / OTHER OPERATING
T64A0101	TGR LEARNING LAB	30,570.00	30,570.00	0115752110 5805	ED/S & C/ INSTR / INSTRUCTIONAL PROF
T64C0027	THE JONES-GORDON SCHOOL	4,140.00	4,140.00	0119283011 5210	SYS/INSTR / TRAVEL AND CONFERENCE
T64R0437	THE ORANGE LEAGUE	1,750.00	1,750.00	0120028040 5310	AN/ATHLET/ANCILLARY / DUES AND MEMBERSHIP
T64R0438	THE ORANGE LEAGUE	1,750.00	1,750.00	0123028040 5310	SA/ATHLET/ANCILL / DUES AND MEMBERSHIPS
T64R0476	THE ORANGE LEAGUE	1,750.00	1,750.00	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
T64R0521	THE ORANGE LEAGUE	1,750.00	1,750.00	0121028010 5310	WESTERN/ATHLET/INSTR / DUES AND MEMBERSHIP
T64T0171	THEATREFOLK LTD.	3,996.00	3,996.00	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
T64T0131	TURNING TECHNOLOGIES	420.00	420.00	0128000910 5880	CY/LCFF-CONCENTRATION/INSTR / OTHER
T64T0175	TURNITIN LLC	10,326.00	10,326.00	0127000910 5880	KE/LCFF-CONCENTRATION/INSTR / OTHER
T64A0094	UC REGENTS	25,000.00	25,000.00	0164750110 5805	PD/INDUCTION/INSTR / INSTRUCTIONAL PROF
T64R0457	UC REGENTS	3,000.00	3,000.00	0135381010 5210	DALE/ECIA1/INSTR / TRAVEL AND CONFERENCE
T64A0098	UCI REGENTS	25,080.00	25,080.00	0164750110 5805	PD/INDUCTION/INSTR / INSTRUCTIONAL PROF
T64R0365	ULINE	540.76	540.76	0127028081 4347	KENNEDY/ATHLETICS/FIELD SUPP / OPERATIONS

**ANAHEIM UHSD**  
**PURCHASE ORDER DETAIL REPORT BY VENDOR NAME**  
**BOARD OF TRUSTEES MEETING 10/12/2023**

**FROM 09/05/2023 TO 10/02/2023**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R0443	ULINE	584.01	292.01	0124000033 4320	LOARA/ATTN / OTHER OFFICE/MISC SUPPLIES
			292.00	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
T64R0451	ULINE	401.65	401.65	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
T64X0205	ULINE	3,000.00	3,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
T64S0056	UNISAN LLC	38,607.04	38,607.04	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0135	UNITED STATES ACADEMIC DECATHL	750.00	750.00	0127086010 5880	KE/ACADEMIC DECATHALON / OTHER OPERATING
T64R0524	UNITED STATES POSTAL SERVICE	10,000.00	10,000.00	0114114072 4347	WAREHOUSE/GENL ADM / OPERATIONS SUPPLIES -
T64R0491	US AIR CONDITIONING DISTRIBUTO	867.11	867.11	0132235081 4410	OR/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
T64R0486	VERNIER SOFTWARE & TECH.	432.99	432.99	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0162	VEX ROBOTICS INC	40,923.45	40,923.45	0127546910 4410	KE/SWP K12 PATHWAY(ROUND 5) / EQUIPMENT -
T64C0022	VIDEO VOICE DATA COMMUNICATION	14,453.00	14,453.00	0113113085 6165	TRANS/FAC. ACQ. & CONSTR / SITE CONSTRUCTION
T64A0141	VITAL LINK	19,099.00	19,099.00	0152393010 5805	CPSF/VEA-2B/INSTR / INSTRUCTIONAL PROF
T64R0400	WEATHERMATIC	46,200.00	46,200.00	0111222081 6490	OPERATIONS - GROUNDS / EQUIPMENT - OTHER
T64R0395	WEST COAST LANYARDS INC.	1,051.87	1,051.87	0153752140 4310	COLOR & LIGHT/ANCIL / INSTRUCTIONAL MATL &
T64R0425	WEST SHIELD ADOLESCENT SERVICE	5,699.67	5,699.67	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
T64X0410	WESTERN DRAIN SUPPLY	5,000.00	5,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
T64R0492	WESTERN PSYCHOLOGICAL SERVICES	28,828.64	28,828.64	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
T64A0096	YOUTH ENGAGE LLC	70,000.00	70,000.00	0102087072 5805	SUPERINTENDENT/KAUFMAN/OTH / INSTRUCTIONAL
	Fund 01 Total:	14,475,274.01			
	Fund 25 Total:	3,736.00			
	Fund 27 Total:	35,588.00			
	Fund 45 Total:	149,500.00			
	Total Amount of Purchase Orders:	14,664,098.01			

# ANAHEIM UHSD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BOARD OF TRUSTEES 10/12/2023

EXHIBIT HH

FROM 09/05/2023 TO 10/02/2023

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N64A0109	RAPTOR TECHNOLOGIES LLC	79,600.50	+12,500.00	0172172010 5880	SAFE SCHOOLS/INSTR / OTHER OPERATING EXPENSES
S64A0055	ERICKSON HALL CONSTRUCTION CO	54,662,606.00	+868,456.00	2722731185 6270	MA/BOND SERIES 2019 - MEAS H / MAIN BUILDING
S64A0215	WESTERN HEALTH	65,000.00	+25,000.00	0119283039 5810	SYS/OTHER PUPIL / NON-INSTRUCTIONAL PROF
S64R1384	BERTRAND'S MUSIC	10,546.46	+4,627.84	0131385010 4410	BR/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZED
S64R2198	KYA SERVICES	83,721.05	+6,109.53	0110230085 6490	MAINTENANCE/ACQ CONST / EQUIPMENT - OTHER
T64A0011	AD-WEAR AND SPECIALTY OF TEXAS	6,963.45	+2,463.45	0142027010 4310	OXFORD/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64R0098	EBSCO SUBSCRIPTION SERVICE	2,201.50	+773.13	0125381010 4310	KA/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64R0181	LINE-X OF PASADENA	2,344.17	+24.78	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-CAPITALIZED
T64R0220	STAPLES ADVANTAGE	987.01	+4.58	0125140027 4410	KA/SCH ADM/SCH ADM / EQUIPMENT - NON-
T64R0285	CLEAN OUT KINGS	226,913.39	+226,913.39	0128239081 5610	CY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
T64T0108	INTELESYS ONE INC.	3,815.83	+1,187.50	0142000010 4310	OXFORD/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64X0049	RWC INTERNATIONAL LTD	25,000.00	+15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0126	FOUNDATION BUILDING MATERIALS	25,000.00	+10,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0150	US AIR CONDITIONING DISTRIBUTO	35,000.00	+25,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIES
T64X0160	J.W. PEPPER AND SON INC.	1,300.00	+300.00	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64X0184	U S BANK	6,500.00	+1,500.00	0134393010 4310	WA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64X0185	U S BANK	4,300.00	+1,500.00	0131393010 4310	BR/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64X0186	U S BANK	6,500.00	+1,500.00	0135393010 4310	DALE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64X0187	U S BANK	2,700.00	+1,500.00	0131393010 4310	BR/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64X0209	U S BANK	4,500.00	+2,500.00	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64X0212	U S BANK	5,500.00	+1,500.00	0144393010 4310	LEX/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64X0221	U S BANK	12,500.00	+2,500.00	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64X0224	U S BANK	5,500.00	+2,500.00	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE

User ID: MEICH

Report ID: PO011

<Rev. 070303>

Page No.: 1

Current Date: 10/03/2023

Current Time: 10:06:00

# ANAHEIM UHSD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

10/12/2023

FROM 09/05/2023 TO 10/02/2023

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64X0356	U S BANK	4,500.00	+1,500.00	0137393010 4310	SYCAMORE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
Fund 01 Total:			346,404.20		
Fund 27 Total:			868,456.00		
Total Amount of Change Orders:			1,214,860.20		



VENDOR CHECK REGISTER  
September 5, 2023 thru October 2, 2023

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
360DTii LLC	V6414513	4310	9,868.15	00189567
			258.60	00189680
			388.80	00190073
		4320	1,866.98	00189567
5 STAR STUDENTS LLC	V6411963	5210	748.00	00189951
A AND C URGENT CARE	V6412935	5810	70.00	00189649
			175.00	00189881
A LINE INC	V6409724	5620	1,020.00	00189476
A PLUS EDUCATION	V6415107	5880	1,000.00	00189650
A U H S D FOOD SERVICE DEPT	V6400023	4390	30.64	00189773
			21.56	00189882
			40.86	00189952
A Z BUS SALES INC.	V6400025	4376	506.60	00189502
			392.91	00189883
		4385	505.04	00189840
AAA ELECTRIC MOTOR SALES	V6400033	4355	201.28	00189397
			145.88	00189568
			158.95	00189651
			184.26	00189774
			194.74	00189884
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	2,650.65	00189503
AC POWER 1 INC	V6413051	5610	3,000.00	00189681
ACS BILLING SERVICE	V6400072	5580	4,764.11	00189713
ACSA FOUNDATION FOR EDUC. ADMIN.	V6400076	5310	8,563.44	00189714
ACSA REGION XVII	V6400077	5310	300.00	00189715
ACTION DUCT CLEANING CO.	V6400082	5610	1,000.00	00190012
ADI	V6400095	4355	937.10	00189399
			1,404.38	00189466
			84.02	00189682
			3,000.14	00189775
			30.84	00189886
		4410	664.82	00189569
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	9320	925.44	00189400
AD-WEAR AND SPECIALTY OF TEXAS INC	V6415001	4310	14,679.64	00189398
			2,435.68	00189504
			6,816.18	00189885
			1,449.24	00189953
			11,031.12	00190013
AGRI TURF DISTRIBUTING LLC	V6412836	4347	720.37	00189505
			452.55	00189887
AIREMASTERS AIR CONDITIONING	V6405365	6269	424,532.01	00189716
AIRSUPPLY TOOLS INC.	V6412933	4375	1,032.94	00189506
			797.65	00189888
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	517.20	00189477
ALCARAZ, MARICELA	V6415120	5880	3,000.00	00189841
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	3,852.06	00189401
			631.42	00189776
ALLIANCE TECHNOLOGY GROUP LLC	V6413976	6490	8,023.47	00189652
AMANCIO, GILBERT	V6413507	8699	357.28	00189653

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AMAZON CAPITAL SERVICE	V6410684	4310	239.10	00189402
			1,421.41	00189683
			458.26	00189842
			517.62	00189889
			11.80	00189954
		4320	99.12	00189402
			32.28	00189478
			1,173.93	00189842
		4347	1,102.42	00189478
AMAZON WEB SERVICES INC.	V6412894	5880	39.61	00189479
AMERICAN FENCE COMPANY INC	V6407611	5620	106.00	00189717
AMERICAN TIME	V6410391	4355	4,954.00	00189777
ANAHEIM HIGH SCHOOL	V6400260	8699	598.85	00189890
ANIXTER	V6400294	4355	1,247.67	00189778
AP CONSTRUCTION GROUP INC	V6415026	6269	105,045.16	00189718
APPLE INC	V6400319	4310	106.67	00189779
ARROW SERVICES INC	V6412839	5580	5,911.08	00189684
ART SUPPLY WAREHOUSE	V6400350	4310	32.97	00189570
			213.93	00189891
AT AND T	V6400374	5918	10.05	00189467
			34.25	00189654
			19.14	00189685
	V6406157	5918	14,980.29	00189843
			54.64	00189892
AT AND T MOBILITY	V6409270	5880	907.83	00189571
AUHSD	V6400400	8220	1,363,348.79	00190014
AUTOMATED GATE SERVICES INC	V6414252	4355	743.75	00189507
AVID CENTER	V6400410	5210	1,099.00	00189403
AWARDS BY PAUL	V6400412	4320	21.55	00189893
B AND H PHOTO VIDEO INC	V6400422	4310	610.94	00189686
			217.08	00189780
		4320	1,474.53	00189404
		4410	3,150.32	00189404
B AND K ELECTRIC WHOLESALE	V6400623	4355	52.64	00189508
			95.95	00189781
B AND M LAWN AND GARDEN INC	V6400423	4347	474.09	00189480
			164.90	00189572
			156.81	00189719
			1,448.13	00189782
			391.95	00189894
BALL JR HIGH SCHOOL	V6400433	8699	421.23	00189895
BARBA, JONATHAN	V6415129	5210	418.08	00190015
BARNES AND NOBLE	V6400450	4210	645.21	00189405
			837.21	00189896
		4320	817.82	00189896
BARNEY'S BLENDS INC.	V6411700	4347	2,382.40	00189955
BAVCO	V6407678	4347	620.03	00189720
		4410	7,620.50	00189720
BEACON ATHLETICS	V6409355	4310	215.50	00189481
		4410	1,194.95	00189481
BEAN, AMANDA	V6409023	5210	1,651.28	00189509
BEE BUSTERS	V6400472	5610	125.00	00189468
			125.00	00189573
			125.00	00189956

<b><u>VENDOR NAME</u></b>	<b><u>VENODR ID</u></b>	<b><u>OBJECT</u></b>	<b><u>AMOUNT</u></b>	<b><u>CK#</u></b>
BELENO, GENELY	V6415106	5210	432.84	00189510
BEN'S ASPHALT INC.	V6406381	5610	84,439.13	00190074
BERTRAND'S MUSIC	V6412730	4410	646.49	00189574
BEST-VIP CHAUFFEURED WORLDWIDE	V6414620	5620	2,038.61	00189957
BILLINGS, JANICE	V6402265	3701	1,792.50	00189958
BLICK ART MATERIALS LLC	V6401357	4310	32.95	00189721
		9320	27.15	00189469
BLUE STAR AUTO GLASS	V6414451	4370	1,406.00	00189844
BLUUM USA INC.	V6404796	4310	352.40	00189575
		5610	1,875.00	00189575
BOOMERANG PROJECT	V6408986	5880	950.00	00189687
BORDER TIRE	V6413240	4386	5,795.99	00189406
BRAMLETT, LUC	V6415067	5220	138.01	00189655
BRIQUELET, JILL	V6402334	5210	45.00	00190174
BSN SPORTS LLC	V6412536	4310	3,077.55	00189407
		9320	3,670.15	00189407
			3,509.20	00189688
BUDDY'S ALL STARS INC	V6406311	4310	244.37	00189576
			343.46	00189783
			976.65	00189845
BULK BOOKSTORE	V6414414	4310	1,136.55	00189577
C TECH CONSTRUCTION INC.	V6410905	5610	966.06	00189482
			966.06	00189784
CAASFEP	V6406577	5210	1,005.00	00189959
CADA CENTRAL	V6400658	5210	605.00	00190039
			910.00	00190075
			910.00	00190217
CAL BUILDING SYSTEMS INC	V6412620	5610	58,310.00	00189470
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	2,586.00	00189960
CALIFORNIA LATINO SCHOOL	V6415125	5210	795.00	00190106
CALIFORNIA PLUMBING PARTS	V6412567	4355	1,209.08	00189408
			528.28	00189689
			289.05	00189785
CALIFORNIA RETROFIT INC	V6406910	4355	1,980.16	00189722
CALPERS	V6409986	5210	998.00	00189409
CAMBEROS, MARGARITO	V6414263	5220	50.11	00189511
CAMP FIRE ANGELES	V6414256	5880	1,995.00	00189410
CAPISTRANO GOLF CARS INC	V6411745	5610	6,265.39	00189483
CAPTURING KIDS HEARTS	V6412132	5805	795.00	00189961
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	249.43	00189411
			2,225.76	00189656
			490.90	00189846
CART MAN INC, THE	V6404668	5610	1,372.84	00189412
			669.44	00189484
			301.68	00189512
CASTO, CAROLE	V6411846	5210	278.22	00189897
CASTRO, YAMILA	V6405132	5210	367.83	00189847
CDW GOVERNMENT INC.	V6400819	5880	23,500.00	00189723
			127,746.50	00189786
			5,175.00	00189898
CENGAGE LEARNING	V6404723	4210	4,732.00	00189899
CERTIFIED ART SUPPLY	V6400850	9320	3,176.43	00189485
CERVANTES, YOLANDA	V6415123	5220	25.55	00189787
CHARACTERSTRONG LLC	V6414011	5805	9,980.00	00189413

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
CHARGEPOINT INC	V6415049	6490	15,505.92	00189513
CITY AUTO TOP	V6400953	4370	360.85	00189514
CITY OF ANAHEIM	V6400957	5520	44,632.15	00189414
			94,510.75	00189471
			29,750.70	00189486
			130,088.39	00189515
			19.18	00189848
			20,635.40	00189900
			77,805.35	00190040
		5530	10,864.79	00189414
			30,115.54	00189471
			9,383.58	00189486
			31,851.99	00189515
			170.79	00189690
			192.76	00189848
			4,777.39	00189900
			15,849.29	00190040
		5580	7,551.78	00189414
			14,465.34	00189471
			5,662.83	00189486
			13,787.19	00189515
			3,431.78	00189900
			8,668.66	00190040
CITY OF BUENA PARK	V6400958	5530	5,775.66	00189788
		5580	585.07	00189788
CLAIM RETENTION SERVICES INC.	V6408940	5810	2,250.00	00189487
CLEAN OUT KINGS	V6413766	5610	226,913.39	00189962
CLOSING THE GAP	V6400987	5210	1,785.00	00190041
CMC SOUTH	V6400994	5210	645.00	00190076
COLLAR, JASON	V6415118	5210	986.20	00189724
CORDOBA-MALIK, FANNY	V6415117	5220	50.50	00189789
COSCO FIRE PROTECTION INC	V6412879	5610	7,750.00	00189516
			1,385.00	00189657
			680.00	00189790
CRISP IMAGING	V6408990	5880	2,424.38	00190077
		6241	680.55	00190077
CROWN LIFT TRUCKS	V6412285	5610	459.00	00189578
CSUF AUXILIARY SERVICES CORP	V6413770	4310	474.87	00189691
CULVER NEWLIN	V6411589	4320	544.61	00190175
		4410	513.06	00189415
		5610	52.80	00189415
		6490	5,812.04	00189415
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	5810	8,540.00	00190107
		6273	37,305.00	00190107
CURRICULUM ASSOCIATES LLC	V6414537	5810	66,975.00	00189472
CVENT INC.	V6415103	5880	10,263.40	00189517
CVT RECYCLING	V6407455	5580	223.25	00189791
DANNIS WOLIVER KELLEY	V6411357	5821	7,960.71	00190108
			10,484.93	00190137
DAVE NGUYEN AND TRACY TRAN	V6414935	5880	5,719.00	00189416
DAVID'S TREE SERVICE INC	V6414067	5610	5,760.00	00189792
DB SERVICE CENTER LLC	V6411405	4347	96.65	00189488
			42.54	00189901
			349.08	00189963

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
DE ANDA, BRENDA	V6414700	5220	45.52	00189692
DECKER INC	V6401302	4320	370.34	00189793
DEMCO INC	V6401318	4315	405.36	00189794
DMC ENGINEERING	V6406485	6212	2,650.00	00190218
DOCUMENT TRACKING SERVICE LLC	V6408533	5880	8,640.00	00189473
DULUX PAINTING INC	V6415086	5610	7,900.00	00189417
DUNHAM, ANITA	V6405697	5210	326.10	00189902
DUNN EDWARDS PAINTS	V6401448	4355	107.30	00189418
			271.39	00189903
EBERHARD EQUIPMENT	V6405532	4347	51.67	00189489
EBSCO PUBLISHING	V6406229	5880	40,794.00	00189658
ECONOMY RENTALS INC	V6401478	5620	1,088.79	00189490
			885.00	00189795
			254.48	00189904
EDUCATIONAL POLICY IMPROVEMENT CENTER	V6412483	5810	85,500.00	00190176
EDVOTEK INC.	V6410886	4310	612.00	00189419
ELDER LAW AND	V6415100	5821	8,500.00	00189420
ENCORP	V6409154	5610	3,893.00	00189725
			7,050.00	00189964
ERICKSON HALL CONSTRUCTION CO	V6413032	6269	359,940.22	00189518
			95,323.67	00189965
		6270	268,662.08	00189518
			341,729.90	00189965
ESCOE, BARRY	V6400453	3701	3,111.80	00189966
ESIGN SERVICES INC	V6414153	5610	1,873.44	00189519
ESQUIVEL, KIMBERLY	V6415112	5220	43.89	00189659
EVERBRIDGE INC	V6413045	5880	16,609.47	00189660
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	1,351.52	00189796
EWING IRRIGATION PRODUCTS	V6401634	4347	2,006.09	00189421
			594.88	00189520
			661.55	00189849
F.M. THOMAS AIR CONDITIONING INC.	V6401651	5610	835.00	00190042
FARIA SYSTEMS INC	V6412725	5880	2,760.00	00189661
FARMERS AND MERCHANTS BANK	V6412156	5880	8,195.82	00189905
FEDEX	V6401675	5910	42.34	00189521
			16.79	00189579
			5.66	00189758
			126.35	00190138
FELIX, STEPHANIE	V6412478	5210	100.00	00190219
FENTON.OR1.LLC	V6414200	5810	1,812.50	00189850
FERGUSON ENTERPRISES INC	V6409823	4355	301.77	00189522
			216.06	00189580
			786.78	00189662
			117.16	00189851
			532.58	00190139
FINAL CLEANING SOLUTIONS INC	V6415051	5610	8,948.00	00189967
FINISHMASTER INC	V6406583	4375	456.20	00190140
FISHER SCIENCE EDUCATION	V6401697	4310	53.62	00190043

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
FIVE STAR RUBBER STAMP INC	V6405116	4310	44.86	00189422
			24.71	00189726
		4320	24.71	00189581
			80.85	00189759
			102.40	00189852
			19.43	00190109
			91.62	00190141
		4355	61.45	00190109
FLANAGAN, ZORAH	V6415008	5220	3.47	00189582
			3.47	00189663
FLEET SERVICES INC	V6405625	4376	551.53	00189423
			662.13	00189583
			303.58	00190142
		4385	99.47	00189727
FLINN SCIENTIFIC INC	V6401708	4310	4,661.85	00189424
			27.63	00189664
			62.58	00189853
			386.93	00190110
			1,230.36	00190143
FOLLETT CONTENT SOLUTIONS LLC	V6401726	5880	199.99	00189854
FORD, TRAVIS	V6415122	5220	87.24	00189906
FOUNDATION BUILDING MATERIALS LLC	V6414185	4355	6,544.77	00189855
			1,597.91	00190044
			175.47	00190220
		5610	513.01	00189760
FOUNDATION FOR EDUCATIONAL	V6401735	5210	399.00	00189856
FRANCO, ESTHER	V6412289	4310	958.96	00189584
FULLER TRUCK ACCESSORIES	V6401773	5610	3,056.25	00189857
FULLERTON ACE HARDWARE	V6405244	4310	246.75	00189858
		9320	440.27	00189523
FULLERTON FORD	V6414336	4370	42.36	00189585
FUN SERVICES	V6413054	5620	1,395.00	00189797
FUTURE SHREDDING INC	V6414221	5610	273.00	00189728
GANAHL LUMBER CO	V6401804	4347	383.03	00189968
		4355	843.06	00189425
			395.36	00189524
			161.24	00189586
			202.83	00189729
			947.12	00189761
			200.94	00189859
			95.14	00189907
			109.49	00190045
			103.66	00190111
			6,020.95	00190144
			31.38	00190221
GARDENA VALLEY NEWS	V6401808	4310	372.76	00189665
GAS COMPANY, THE	V6404372	5510	578.76	00189587
			8,225.18	00189730
GDL BEST CONTRACTORS INC	V6412393	6270	196,650.00	00190177
GEARY PACIFIC SUPPLY	V6401824	4355	298.82	00189588
GENERAL INDUSTRIAL TOOL AND SUPPLY	V6401833	9320	64.78	00189525
			114.72	00189589
			53.85	00189860
			1,007.38	00190112

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
GIAKOUMIS, SABINA	V6409517	4310	1,159.66	00190016
GIANNELLI ELECTRIC INC.	V6401857	6274	28,178.10	00190113
GIMKIT INC.	V6414119	5880	1,000.00	00189731
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	972.37	00189426
			537.81	00189526
			149.52	00189590
			36.10	00189762
GLENN, JERRY	V6402322	3701	989.40	00189969
GOLDEN STATE WATER COMPANY	V6408018	5530	20,213.07	00189527
			17,752.86	00189591
			7,288.46	00189908
			19,823.98	00190078
GOLDEN WEST LEAGUE	V6413879	5310	2,000.00	00189592
GOOGLE APPS EXPERTS INC	V6412419	5880	875.00	00189593
GOPHER PATROL	V6414488	4347	300.00	00189666
			300.00	00189909
			300.00	00190178
GOPHER SPORTS EQUIPMENT	V6401902	4310	1,041.09	00189798
GORM INC	V6401904	9320	3,617.06	00190114
GRAINGER	V6404982	4355	368.23	00189427
			789.30	00189528
			127.79	00189594
			574.42	00189667
			24.09	00189732
			1,316.74	00189910
			599.70	00190017
			171.33	00190145
			482.88	00190179
		4410	3,912.02	00189910
			910.10	00190115
GRAY STEP SOFTWARE INC	V6411851	5210	930.00	00189911
			1,860.00	00190018
			465.00	00190079
GRAYBAR ELECTRIC COMPANY	V6401918	4355	232.92	00190080
GREATER ANAHEIM SELPA	V6401927	8311	151,232.98	00189529
GST INC.	V6401950	5880	80.43	00189861
GUERRERO, DANIEL	V6415137	5210	40.00	00190180
GUERRERO, JESSICA	V6414783	5210	137.02	00189799
H AND H AUTO PARTS WHOLESALE	V6401967	4376	364.97	00189530
		4385	689.82	00189862
			19.29	00190146
HAAF, ERIK	V6406556	4310	376.88	00189970
HALL, CANDICE	V6413728	5220	20.30	00189733
HARPST, KRISTIN	V6413313	4310	57.93	00189595
HATCHER, PATTY	V6408994	5220	15.19	00189531
			66.22	00189912
HAUGEN, CRAIG	V6401122	3701	1,145.40	00189971
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	4,792.91	00190181
HENRY SCHEIN INC.	V6403123	4320	492.72	00189596
			52.29	00190116
HERNANDEZ, CHARLES	V6411583	5210	1,817.60	00189800
HERNANDEZ, DR. ADAM	V6413751	5210	422.96	00189532
HERNANDEZ, SARAH	V6413723	4390	280.47	00189668
HOANG, VY HUYEN	V6413272	5220	60.65	00190182

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
HODGSON, STEPHANIE	V6414696	5210	487.15	00189428
HOME DEPOT CREDIT SERVICES	V6405234	4320	316.28	00189597
		4355	16.13	00189597
			377.94	00189763
			84.08	00189801
			145.20	00189863
			1,853.92	00189972
			173.74	00190019
			340.99	00190046
			340.40	00190081
			14.18	00190117
			90.45	00190147
			144.15	00190183
			130.81	00190222
		4375	13.98	00189533
			124.25	00189597
			188.18	00189863
		4387	322.17	00189863
			644.35	00190147
HOUSTON, AMBER	V6413063	4390	1,326.95	00189429
HOWIES ATHLETIC TAPE	V6413284	4320	976.93	00189864
HUNTINGTON BEACH U.H.S.D.	V6402101	5620	2,749.47	00189865
HUTTNER, HEATHER	V6412032	5220	26.40	00189669
HYATT HOUSE ANAHEIM RESORT	V6415138	5880	1,000.00	00190184
ICS SERVICE CO.	V6406452	5610	884.00	00190047
IMAGE APPAREL FOR BUSINESS	V6402628	4345	959.35	00189670
			141.38	00189866
			4,871.09	00189913
			227.32	00189973
			3,614.04	00190020
			10,800.01	00190048
			272.72	00190082
			3,486.01	00190118
			5,959.60	00190185
		4355	1,197.56	00189913
		4388	1,029.92	00189866
INTELESYSONE INC.	V6412444	4310	3,815.83	00190021
IXL	V6410650	5880	249.00	00190148
J AND A FENCE	V6409989	6490	23,000.00	00190186
J E HALLIDAY SALES INC	V6413014	5610	315.00	00189764
J.W. PEPPER AND SON INC.	V6402214	4310	2,784.95	00189765
			7.53	00189914
			27.00	00189974
			251.30	00190083
			388.12	00190149
			34.31	00190223
JACKSONS A S BREA F M P	V6406346	4347	183.77	00190084
			449.35	00190187
JAMF SOFTWARE LLC	V6413129	5880	20,952.00	00189975
JENSEN, JENNI	V6402303	5210	50.00	00189734
JFK TRANSPORTATION CO INC	V6413170	5620	1,243.55	00189598
			14,340.50	00190150



<b><u>VENDOR NAME</u></b>	<b><u>VENODR ID</u></b>	<b><u>OBJECT</u></b>	<b><u>AMOUNT</u></b>	<b><u>CK#</u></b>
JHM SUPPLY INC.	V6411647	4347	532.08	00189534
			87.54	00189671
			461.83	00189766
			545.38	00189867
			117.87	00190022
			395.12	00190151
JOHNSON FITNESS AND WELLNESS	V6415071	6490	9,813.22	00189915
JOHNSTONE SUPPLY	V6402415	4355	109.49	00189599
			77.55	00189735
			45.64	00189976
			25.00	00190119
JOLLY BOY BURGERS	V6414568	4390	3,240.00	00189767
JONES, JAYNA	V6414695	5220	124.51	00189600
JOURNEYED.COM INC.	V6412811	5880	250.00	00189977
JURADO, NICOLE	V6412745	5210	1,275.40	00189535
JURADO, URIEL	V6412746	5210	121.59	00189601
JUSTICE TESTING	V6413455	5610	150.00	00189602
KANALY, KRISDEE	V6409005	5210	235.93	00189916
KATELLA HIGH SCHOOL	V6402515	8699	817.39	00189917
KELLY SPICERS INC	V6404405	4320	575.89	00190152
KENNEDY HIGH SCHOOL	V6402571	5810	1,180.00	00189603
		8699	186.15	00189918
KIM, JEFFREY	V6408523	5210	854.48	00189536
KIM, SONIA	V6415114	5210	28.56	00189736
KLATZKER, DANIEL	V6411683	5210	1,479.62	00190188
KLINGER, LIDIYA	V6410188	5210	700.00	00189768
KNEPP, AMANDA	V6413870	5220	17.03	00190085
KNORR SYSTEMS INC.	V6402610	4355	1,551.77	00190049
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	24,098.00	00189978
KWON, AMY	V6414161	5210	612.64	00189537
KYA SERVICES	V6411393	6490	83,721.05	00189868
LA HABRA FENCE CO INC	V6409707	5610	53,669.00	00189802
LA PALMA CLEANERS	V6411465	5560	808.00	00189803
			828.00	00190224
LABELL EXCHANGE	V6412680	5918	741.60	00190189
LABELS DIRECT INC.	V6415090	4320	113.14	00189430
LAGUNA CLAY CO.	V6402645	4310	2,188.03	00190153
LANDSCAPE EXPO	V6413706	5210	493.00	00189919
LANGUAGE NETWORK INC	V6409301	5810	5,704.98	00190050
			4,850.51	00190225
LARA, JOSE	V6413230	4390	1,566.00	00190051
		5210	1,564.71	00189769
LARNER, JOHN	V6402395	3702	1,083.60	00189979
LE, CAITLIN	V6411725	5220	35.63	00189869
LEARN BY DOING INC.	V6412837	5880	5,761.00	00190086
LEIGHTON, BRANDON	V6407680	5210	354.00	00189538
LEMONNIER, LOUIE	V6407235	5210	1,501.54	00189920
LEONIDA BUILDERS INC	V6414952	6221	84,078.11	00190190
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	8699	117.24	00189921
LIBERTY FLAGS	V6405477	4347	80.40	00189539
LIBRARY STORE INC., THE	V6402737	4315	557.49	00189604
LINE-X OF PASADENA	V6415063	4410	2,344.17	00189870
LINK, TOM E.	V6410795	5220	23.71	00189605
LITTLE FOX ONLINE	V6413345	5880	90.00	00189980

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
LIZARRAGA MIRALDA, RAQUEL	V6413314	5220	31.04	00190120
LOARA ASB	V6402803	8699	269.31	00189922
LOCH, RYAN	V6408543	4320	71.22	00189923
		4390	269.86	00189923
LOEPER, ALISON	V6411020	5210	197.95	00189606
LOPEZ, CYNTHIA D.	V6407771	8699	329.50	00189672
MAGNOLIA HIGH SCHOOL	V6402920	5810	3,578.00	00189871
		8699	108.91	00189924
MAINTEX INC.	V6411331	9320	205.35	00189431
			552.87	00189540
MALDONADO, RICHARD	V6415109	5210	5,062.88	00189607
MALMBORG, DEBRA	V6406181	8699	588.16	00189673
MARK ENTERPRISES INC	V6411936	4320	149.36	00189541
		5880	51,150.68	00190121
MARQUEZ, LISA	V6411715	5210	946.02	00190191
MC FADDEN DALE HARDWARE CO	V6403056	4347	142.99	00189432
		4355	507.60	00189432
			2,684.49	00189542
			345.19	00189608
			313.44	00189674
			486.59	00189737
			168.52	00189770
			678.95	00189872
			111.31	00190052
			474.30	00190087
			249.92	00190122
			80.87	00190154
			380.51	00190192
MC GRAW HILL EDUCATION INC.	V6411310	4210	47,379.00	00190088
			1,676.55	00190123
MC KESSON MEDICAL SURGICAL INC.	V6403060	9320	7,008.00	00189543
MD INSTALLATIONS INT'L INC.	V6410469	5610	14,998.00	00189925
MEDCO SUPPLY COMPANY	V6405872	4320	1,525.13	00189738
			187.83	00189873
			796.16	00189981
			2,007.95	00190155
MEDOLOGY SOLUTIONS INC	V6415089	4410	2,262.34	00189433
MEJIA, YOLANDA	V6405136	5210	1,373.17	00189544
MENDOZA, JUAN	V6414752	5210	20.00	00190124
MGT EH&A INVESTOR LLC	V6414741	5810	7,100.00	00189874
MICRO CONNECTORS INC.	V6412826	4320	787.58	00189545
MIDDLETON, EMILY	V6414754	5220	57.44	00189609
MIKE ELAM CONSTRUCTION	V6412866	4355	487.78	00190226
		4410	2,358.65	00190226
		5610	2,550.00	00190226
MILLER VIOLA, CLAUDIA	V6400976	5210	940.69	00189546
MISSION LINEN SUPPLY	V6411115	4388	1,367.63	00189434
			281.15	00189547
			142.88	00189610
			142.88	00189739
			150.00	00189875
			142.88	00190053
			142.88	00190156

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
MONTGOMERY HARDWARE CO.	V6405624	4355	1,756.08	00189435
			9,660.57	00189548
			712.01	00189876
			1,400.29	00189926
			1,236.45	00190054
			356.41	00190125
			2,053.02	00190193
		4410	4,152.33	00189435
			14,682.49	00189548
MORALES, JANE	V6415108	5230	253.41	00189611
MORENO, LORENA	V6413094	4320	386.08	00189436
		5210	154.64	00190194
MORSCO SUPPLY LLC.	V6412910	4355	1,008.49	00189740
			166.12	00189877
			1,683.97	00189982
			1,059.04	00190126
			551.19	00190157
			287.21	00190195
MOSQUEDA, JOSE	V6415111	5210	197.95	00189612
MURALS FOR SCHOOLS	V6413189	5610	8,995.00	00189437
		5620	950.00	00189437
MYBINDING.COM	V6408809	4310	892.17	00189741
N2Y LLC	V6405551	5880	147,203.83	00189549
NARANJO, CHRISTIE	V6408046	5210	895.00	00189771
NASCO	V6403253	9320	1,130.17	00189550
NASSER, RASHA	V6415124	5220	20.96	00190055
NAVARRO, MONICA	V6412545	5220	28.16	00189804
NEW MANAGEMENT INC.	V6405318	4347	220.62	00189675
NEWEGG BUSINESS INC	V6412716	4320	38.02	00189551
NORTH ORANGE COUNTY REGIONAL	V6403384	5805	13,377.30	00189552
		7223	16,000.00	00189552
NORTH ORANGE COUNTY ROP	V6409740	7283	775,125.16	00190196
OCDE	V6403452	5210	1,190.00	00189677
			45.00	00190197
		5880	5,000.00	00189614
			2,357.31	00189879
OES OFFICE FURNITURE	V6414677	4320	5,566.11	00189555
		4410	9,078.59	00189555
			2,685.60	00190159
OFFICE DEPOT	V6403421	4310	136.83	00190160
		4320	93.70	00189556
			119.57	00189927
			711.09	00189983
			53.85	00190057
			21.54	00190160
			501.53	00190198
			352.35	00190227
OFFICE SOLUTIONS BUSINESS PRODUCTS	V6411976	9320	5,637.74	00189557
			96.71	00189615
ONE DAY SIGNS	V6405664	4355	124.45	00189558
			269.38	00189772
			199.34	00189880
			1,433.08	00190228
ONSHAPE	V6414179	5880	1,500.00	00189559

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
OPTIMUM ENERGY DESIGN LLC	V6411411	5810	21,105.00	00189743
		6212	35,205.00	00190089
		6269	1,755.00	00190089
ORANGE COUNTY CIRCUIT BREAKERS	V6409403	4355	635.73	00190023
ORANGE COUNTY FARM SUPPLY	V6403455	4347	66.66	00189560
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	1,902.10	00189561
			242.44	00190058
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	900.00	00189744
			370.00	00190059
			640.00	00190090
			1,945.00	00190127
			23,770.00	00190199
ORANGE COUNTY TRANSIT AUTHORITY	V6406414	5880	31,562.33	00190229
		8699	(1,748.00)	00190229
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	130.43	00189928
ORCHARD INC	V6414613	5610	100.00	00189562
			2,350.00	00190200
O'REILLY AUTO PARTS	V6411401	4370	3,926.38	00189554
			446.67	00189613
			332.43	00189742
			498.63	00189878
			133.59	00190056
			564.82	00190158
		4375	636.35	00189554
			42.54	00189676
			43.49	00190158
		4376	280.15	00189554
			275.22	00189613
			355.43	00189878
		4385	2,106.95	00189554
			208.50	00189742
			571.87	00189878
			169.21	00190056
			594.89	00190158
		4387	309.59	00189554
ORTA RODRIGUEZ, IRLANDA	V6413279	5210	319.72	00189929
OXFORD ACADEMY	V6403485	8699	141.20	00189930
PACIFIC COACHWAYS CHARTER SERVICES INC.	V6407365	5620	1,951.94	00189616
PACIFIC COAST PROPANE LLC	V6414612	4383	804.53	00189617
			28,849.52	00189693
PALMER, DONALD	V6405811	5220	42.31	00189984
PARADIGM HEALTHCARE SERVICES LLC	V6403536	5810	29,500.23	00189985
PARK, ESTHER	V6411350	5220	58.03	00190024
PARK, JULIA	V6414759	5220	23.58	00189618
PARKHOUSE TIRE INC.	V6403547	4386	616.99	00189805
PARRA, JESSICA	V6414848	5210	45.00	00189986
PATINO, REUBEN	V6403910	5220	93.80	00189806
			91.04	00190025
PAVASARS, JOHN	V6408437	5220	214.19	00189438
			252.83	00189619
PELICAN AUTO	V6414406	5610	879.85	00190060
PENNER PARTITIONS INC	V6403625	4355	602.13	00189491
			314.63	00189694
PEREZ, JACQUELYN	V6415080	5210	197.95	00189620

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
PEREZ, KENNY	V6413092	5210	248.12	00190201
PERRUZZI, ANA	V6413667	5220	27.67	00189807
PEST OPTIONS INC	V6406848	5610	1,395.00	00189931
PINEDA'S NURSERY INC	V6403670	4344	141.91	00189439
		4347	97.87	00189808
			195.75	00189987
			65.25	00190161
PIPS	V6407384	3601	398,516.38	00189440
			398,516.38	00190162
		3602	132,838.79	00189440
			132,838.79	00190162
PITNEY BOWES	V6403677	5610	2,196.73	00189441
			252.14	00189621
		5910	2,009.12	00189622
PLAYSCRIPTS INC.	V6407976	4310	324.84	00190230
		5880	88.10	00190230
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	81.47	00189442
PONCE, CINDY	V6413057	5210	142.19	00189932
POOLEY, MICHAEL	V6411694	5210	1,397.81	00189623
PORTA PHONE	V6403701	4410	2,040.63	00189443
POWERSCHOOL GROUP LLC	V6412718	5880	22,365.73	00190128
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	192.49	00190231
PRO SOUND AND STAGE LIGHTING	V6403760	4410	1,877.92	00189444
PROFESSIONAL GLASS	V6413762	4355	75.91	00189809
QUADIENT INC	V6415046	5610	884.63	00189988
			133.61	00190129
QUILL CORP.	V6403807	5610	884.63	00189810
RAMIREZ, MARIA T.	V6412066	5220	32.75	00189811
REALL, JULIEANNE	V6408222	5220	112.01	00189989
REEL LUMBER SERVICE	V6403871	4355	16.98	00189990
REFRIGERATION SUPPLIES DIST.	V6403873	4355	309.09	00189445
			332.54	00189492
			1,362.45	00189624
			3,794.30	00189812
			2,618.66	00189991
			2,690.24	00190061
			464.23	00190163
			236.69	00190202
		6490	7,178.33	00189624
RELIABLE SHEET METAL WORKS	V6403891	4355	754.25	00189625
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6,674.79	00189695
REVEILLE INC	V6414874	5880	25,792.50	00189696
RILES, QUINTON	V6414719	5210	40.00	00190091
RIVERSIDE INSIGHTS	V6413468	4310	306.39	00189446
ROAD AMERICA INC	V6403955	4385	1,184.46	00189813
RODRIGUEZ, MARITZA	V6415007	5220	161.26	00189697
ROYAL TRUCK BODY	V6414972	4410	6,654.69	00189493
ROYALE MANAGEMENT GROUP LLC	V6414418	5880	3,588.00	00189814
RUHNAU CLARKE ARCHITECTS	V6412249	5810	1,130.63	00189745
RUSSELL, JEFFREY	V6407882	5220	161.13	00189933
RWC INTERNATIONAL LTD	V6414635	4375	4,153.86	00190026
		4385	1,138.92	00189626
			892.12	00189815
S AND R SPORT	V6405382	4410	2,317.45	00189698

<b><u>VENDOR NAME</u></b>	<b><u>VENODR ID</u></b>	<b><u>OBJECT</u></b>	<b><u>AMOUNT</u></b>	<b><u>CK#</u></b>
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	1,152.49	00189494
SAFETY KLEEN SYSTEMS INC.	V6404072	5610	352.79	00189816
			372.00	00189934
SAVANNA HIGH SCHOOL	V6404130	8699	265.23	00189935
SCHOOL HEALTH CORPORATION	V6404160	4320	522.09	00189936
			164.02	00190062
		5805	1,500.00	00189992
		9320	527.55	00189817
SCHOOL NEWS ROLL CALL LLC	V6413760	5880	1,646.00	00189818
SCHOOL NURSE SUPPLY INC	V6404166	4310	54.38	00189819
SCHOOL PAPER EXPRESS	V6413711	4310	444.25	00189627
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5810	4,500.00	00190130
SCHOOL SPECIALTY INC	V6404173	9320	368.50	00190063
SCHORR METALS INC	V6404179	4355	103.10	00189495
			127.28	00189628
			88.46	00189937
			404.62	00190232
SCP DISTRIBUTORS LLC	V6411554	4355	528.51	00190203
		4410	3,966.05	00190203
SEHI COMPUTER PRODUCTS INC	V6404221	4310	764.26	00189699
			1,293.00	00189820
			3,879.00	00190064
			215.50	00190092
			5,172.00	00190233
		4320	160.55	00189699
		4410	49,168.75	00189938
		6490	119,711.74	00189699
SEMA LLC	V6414512	4310	6,497.16	00189629
		4320	10,050.82	00189629
SENG, SOTHEARA	V6414712	5220	12.44	00189993
SHAMROCK SUPPLY CO.	V6409920	9320	1,488.03	00189821
			1,300.11	00190093
SHELTON, MIKE	V6403136	3701	2,167.20	00189994
SHERWIN WILLIAMS CO., THE	V6410919	4355	216.41	00189630
SIERRA, JAVIER	V6414778	5220	317.02	00189631
		5810	8,890.00	00189631
SIGLER INC., RUSSELL	V6410420	4355	1,572.29	00189496
			433.12	00189700
			1,130.59	00189939
SIGN MART PLASTICS PLUS	V6412529	4320	840.25	00189822
SITEONE LANDSCAPE SUPPLY LLC	V6414074	4347	133.74	00189447
			471.70	00189701
SLIM, NABIL	V6403237	4390	49.97	00190027
SMITH, MALINDA	V6415110	5220	53.05	00189702
SOCALGRAD	V6411708	4310	16.16	00189448
		4320	110.00	00189448
			162.06	00189497
		5880	420.00	00189497
SOFTCHOICE CORPORATION	V6413514	5880	247,746.17	00189498
SOFTWARE 4 SCHOOLS	V6410482	5880	549.00	00189632
			549.00	00189823
SOLIDPROFESSOR	V6414021	5880	4,500.00	00189824
SOLIS GROUP, THE	V6412965	5810	2,753.00	00189746
SOLORZANO, RAQUEL	V6408953	5210	175.56	00190204

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SOUNDTRAP US INC	V6415102	5880	1,796.00	00189825
SOUTH COAST AIR QUALITY	V6404356	5880	1,124.11	00190065
SOUTH JHS ASB	V6405227	8699	214.90	00189940
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	219,276.41	00189633
SOUTHPAW ENTERPRISES	V6404380	4410	2,506.62	00190028
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	53.12	00190066
		4320	117.64	00189634
			922.42	00189826
		9320	7,489.80	00189449
			3,522.54	00189499
			45.26	00189634
			1,346.79	00189703
			39,454.59	00189941
			2,791.82	00189995
			233.22	00190094
			5,242.47	00190234
SPORTS FACILITIES GROUP INC	V6410318	4410	3,174.25	00189450
STAPLES ADVANTAGE	V6410116	4310	2,581.87	00189451
			352.88	00190067
		4320	509.82	00190067
			206.92	00190164
			663.19	00190235
		4410	947.53	00189451
			357.99	00189704
			(198.25)	00190235
		9320	2,808.23	00189635
STATE OF CALIFORNIA	V6404447	5610	125.00	00190029
STATISTA INC	V6412709	5880	30,314.00	00189705
STECHEER, ANGELA	V6412631	5220	20.17	00189827
STEINLE, CHARLES	V6410113	3701	1,458.00	00189996
STENBERG, SAMANTHA	V6414933	5220	22.99	00189636
STEVE WEISS MUSIC	V6410268	4410	2,940.72	00189637
STOTZ EQUIPMENT	V6414137	5610	1,288.34	00190030
SUNBELT RENTALS INC.	V6405959	4410	52,616.02	00189706
T MOBILE	V6410424	5918	16,632.47	00189638
			1,035.60	00190236
			14,482.97	00190237
TACOS EL GUERASO LLC	V6415048	4390	1,495.00	00189942
TAGUCHI, TOMOKO	V6415127	5210	45.00	00189997
TEAMCIVX LLC	V6415121	5810	6,500.00	00189998
TECHSMITH	V6410017	5880	7,900.79	00190131
TGR LEARNING LAB	V6414338	5805	13,020.00	00189828
THE JONES-GORDON SCHOOL	V6414703	5210	4,140.00	00190238
THE WESTIN ANAHEIM RESORT	V6415088	4390	25,217.09	00190205
THOMPSON BUILDING MATERIALS	V6404717	4347	413.42	00189829
THOMSON REUTERS WEST	V6407958	5880	161.00	00189639
TIME AND ALARM SYSTEM	V6404729	4355	1,769.47	00189452
TORO AIRE INC	V6408584	4355	210.11	00189707
			378.20	00189999
TORRES, CAROLYN	V6414843	5210	1,275.30	00189453
TRAN, THAO	V6412446	5220	55.02	00190206

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
TRILLIUM USA COMPANY LLC	V6414462	4383	1,537.78	00189454
			2,256.09	00189708
			2,091.66	00189830
			2,238.74	00190031
TRUCK PRO PTO SALES CORPORATION	V6403784	4370	499.72	00189455
		4376	333.82	00189831
		4387	1,265.47	00189831
TURNER, ROBIN	V6403977	5210	710.72	00189456
U S BANK	V6406511	4310	1,654.59	00189678
		4320	1,422.05	00189678
		4390	1,422.03	00189678
		4410	6,174.08	00189678
		4700	384.86	00189678
		5210	6,765.99	00189678
		5880	768.83	00189678
UC REGENTS	V6404826	5805	25,000.00	00189709
ULINE	V6406546	4320	276.62	00190165
			584.01	00190207
			1,278.28	00190239
		4347	540.76	00189943
		5610	1,724.25	00189710
			54.27	00190239
UNI POINT LLC	V6406402	5610	125.00	00189832
UNION AUTO SERVICE CENTER	V6404840	4370	3,867.57	00190166
		5610	5,691.00	00190166
UNISAN LLC	V6415020	9320	77.33	00189640
			26,415.34	00190032
			262.54	00190167
UNITED STATES ACADEMIC DECATHLON	V6404818	5880	750.00	00189833
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	2,341.41	00189500
			3,282.48	00190033
			131.64	00190068
		4410	1,424.51	00189457
			1,284.58	00190033
			867.11	00190240
VALLEY VISTA SERVICES INC	V6411966	5580	8,081.71	00189711
VAN WYE, SILVIA	V6412078	5220	33.93	00190000
VAUGHN, CARRIE	V6400785	5210	159.54	00190168
VERTICAL TRANSPORT INC	V6413440	5610	1,630.00	00189641
VIDEO VOICE DATA COMMUNICATIONS	V6415104	6165	14,453.00	00189642
VILDOSOLA, PATRICIA	V6413267	5220	57.64	00189834
VILLASENOR, ROSALBA	V6408104	5210	2,191.28	00189643
VISION COMMUNICATIONS CO.	V6404955	4320	2,455.08	00189944
VISTA HIGHER LEARNING	V6411394	4210	1,675,335.32	00189945
			3,802.68	00190095
VISTA PAINT CORPORATION	V6404961	4355	20.12	00189644
			627.94	00189712
			477.71	00190034
W STRATEGIES LLC	V6414038	5805	5,000.00	00189501
WALKER JR HIGH SCHOOL	V6404990	8699	211.11	00189946



<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
WALTERS WHOLESALE ELECTRIC CO	V6409053	4355	148.65	00189458
			96.96	00189645
			111.69	00189835
			351.23	00190001
			4,237.11	00190035
			69.65	00190208
			623.87	00190241
WARD'S NATURAL SCIENCE EST	V6404999	4310	118.51	00190002
WATERLINE TECHNOLOGIES INC.	V6403700	4355	843.68	00189459
			5,051.13	00189646
			1,902.05	00189836
			8,162.24	00189947
			1,786.27	00190069
			897.13	00190096
			2,268.14	00190242
WAXIE SANITARY SUPPLY	V6405008	9320	881.27	00190036
			2,573.85	00190070
WEST COAST LANYARDS INC.	V6411196	4310	976.20	00189948
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	5,699.67	00190209
WESTERN HEALTH	V6414833	5810	21,000.00	00190169
WESTERN HIGH SCHOOL ASB	V6405044	8699	724.43	00189949
WESTERN PROPANE SERVICES INC	V6414407	4383	98.41	00189460
WESTGROUP DESIGNS	V6409776	5880	1,693.20	00190097
WILLSCOT MOBILE MINI	V6414969	5620	315.33	00189461
WINZER	V6412060	4375	451.98	00189647
			1,025.20	00190071
YAMAMOTO CLARK, KAREN	V6402498	5210	398.53	00189462
YETT, JESSICA	V6412457	5210	197.95	00189648
<b>GENERAL FUND (0101)</b>			<b>11,073,069.09</b>	
CHAMBERS GROUP INC	V6414534	6215	8,568.00	00189747
STUDIOWC	V6414504	6212	185,629.00	00190210
<b>DEFERRED MAINTENANCE (1414)</b>			<b>194,197.00</b>	
ALL AMERICAN INSPECTION INC	V6400156	6219	1,800.00	00189748
BYROM-DAVEY INC	V6414694	6270	2,121,427.24	00189749
			480,720.90	00190003
			1,474,145.32	00190243
CALIFORNIA DEPARTMENT OF EDUC.	V6400688	6220	2,450.00	00190004
			17,440.80	00190098
CRISP IMAGING	V6408990	6241	2,427.68	00190099
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	164,810.00	00190132
DIVISION OF THE STATE ARCHITECT	V6411414	6210	5,583.75	00189750
			6,720.00	00190100
			3,187.90	00190211
DLR GROUP INC	V6414501	6212	264,073.03	00190212
			11,187.50	00190244
ENCORP	V6409154	6250	598.00	00190005
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	2,236,159.68	00189563
			2,603,830.07	00190006

<b><u>VENDOR NAME</u></b>	<b><u>VENODR ID</u></b>	<b><u>OBJECT</u></b>	<b><u>AMOUNT</u></b>	<b><u>CK#</u></b>
GHATAODE BANNON ARCHITECTS	V6408656	6212	8,130.95	00190101
			74,777.09	00190213
		6290	1,809.00	00190213
HCI SYSTEMS INC	V6413251	6276	315.00	00190214
INDEPENDENT	V6413456	6252	940.00	00189463
			20.00	00189751
JOHNSON FAVARO	V6412904	6212	33,534.80	00189752
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	22,018.00	00190007
MILLER CONSTRUCTION	V6414017	6270	1,014,672.16	00189837
PINNER CONSTRUCTION CO INC	V6412130	6165	5,370.00	00190008
SGH ARCHITECTS	V6414521	6212	1,347.00	00190102
SUN PAC STORAGE CONTAINERS INC	V6414092	6274	75.00	00189753
SWRCB	V6407133	6222	652.00	00190009
			860.00	00190245
TWINING CONSULTING	V6412575	6251	107.50	00189464
			1,580.00	00190103
<b>GOB ELECTION 2014 SERIES 2019 FUND (2127)</b>			<b>10,562,770.37</b>	
A GOOD SIGN AND GRAPHICS COMPANY	V6412597	6270	2,076.00	00189754
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	660.00	00190133
INDEPENDENT	V6413456	6252	840.00	00189465
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	7,600.00	00190010
LITTLE DIVERSIFIED ARCHITECTURAL CONSULTING	V6414502	6212	11,423.16	00190104
MOBILE MODULAR CONSTRUCTION INC	V6412862	6221	231,114.87	00190215
OES OFFICE FURNITURE	V6414677	4310	63,610.21	00189564
		4410	13,349.04	00189564
PUBLIC ECONOMICS INC	V6403787	5810	266.67	00190246
TWINING CONSULTING	V6412575	6290	263.00	00189755
<b>CAPITAL FACILITIES FUND (2525)</b>			<b>331,202.95</b>	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	4,241.25	00190134
GHATAODE BANNON ARCHITECTS	V6408656	6212	1,437.50	00190216
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	321.24	00190011
RACHLIN PARTNERS	V6414596	6212	9,695.00	00189756
RUHNAN CLARKE ARCHITECTS	V6412249	6212	40,085.95	00189757
<b>CAPITAL FACILITIES RDA FUND (2545)</b>			<b>55,780.94</b>	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	10,560.00	00190135
<b>SPECIAL RESERVE FUND (4040)</b>			<b>10,560.00</b>	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	11,204.39	00190170
AUHSD	V6400400	5891	936,766.74	00189474
			802,253.05	00189679
			865,499.79	00189950
			474,818.48	00190105
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16,029.44	00189838
			17,336.41	00190171

<u>VENDOR NAME</u>	<u>VENODR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
EXPRESS SCRIPTS INC.	V6410974	5895	341,357.84	00189475
			296,386.07	00189565
			283,687.87	00189839
			325,202.98	00190037
			385,511.88	00190172
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	11,250.00	00190038
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	19,906.72	00189566
			18,909.76	00190247
RETIREE FIRST LLC.	V6413748	5466	180,358.82	00190136
TRUSTMARK HEALTH BENEFITS INC.	V6413999	5812	473,585.22	00190072
VISION SERVICE PLAN	V6404956	5464	54,888.41	00190173
<b>HEALTH AND WELFARE INSURANCE FUND (6769)</b>			<b>5,514,953.87</b>	
<b>GRAND TOTAL ALL FUNDS</b>			<b>27,742,534.22</b>	

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**ASB SUMMARY OF CASH BALANCES**  
**Aug-23**

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	392,634.37	<b>NOT</b>	<b>SUBMITTED</b>	<b>BY SITE</b>	-
Western	404,108.89	296,689.28	1,275.00	130,374.70	428,338.98
Magnolia	107,533.97	128,864.75	700.00	-	129,564.75
Savanna	97,402.65	133,527.68	500.00	221.39	134,249.07
Loara	177,528.93	178,093.75	800.00	37,846.07	216,739.82
Katella	322,747.12	<b>432,406.84</b>	-	-	432,406.84
Kennedy	302,892.16	374,782.57	1,300.00		376,082.57
Cypress	725,410.75	760,400.10	1,700.00		762,100.10
Brookhurst	33,497.62	34,601.31			34,601.31
Orangeview	36,411.64	35,197.69			35,197.69
Walker	70,587.33	78,462.55			78,462.55
Dale	76,161.33	105,379.67			105,379.67
Sycamore	16,783.75	13,956.57			13,956.57
Ball	15,481.21	16,916.86			16,916.86
South	83,289.15	69,272.22			69,272.22
Oxford	621,636.97	678,563.95	260.00		678,823.95
Lexington	58,095.75	75,660.83			75,660.83
Hope	72,829.17	72,824.47			72,824.47
Gilbert	41,565.50	41,609.50			41,609.50
Cambridge	5,423.54	5,808.54			5,808.54
<b>Total</b>	<b>3,662,021.80</b>	<b>3,533,019.13</b>	<b>6,535.00</b>	<b>168,442.16</b>	<b>3,707,996.29</b>

**Anaheim Union High School District**  
**Cafeteria Fund**  
**Financial Statements**  
**July 2023**



**Balance Sheet**  
**Anaheim Union High School District**  
**07/31/2023**

9/18/2023 9:57:59 AM

Account Number	Description	
<b>Asset</b>	<b>Assets</b>	
CASH		
9120	Cash-Checking	\$11,765,799.93
Total CASH		\$11,765,799.93
RECEIVABLE		
9210	A/R - Current	\$878,391.63
9280	A/R - State	\$223,267.97
9290	A/R - Federal	\$461,389.05
Total RECEIVABLE		\$1,563,048.65
INVENTORIES		
9321	Food	\$193,065.70
9323	Supplies	\$292,661.61
Total INVENTORIES		\$485,727.31
<b>Total Asset</b>		<b>\$13,814,575.89</b>
<b>Liability</b>	<b>Liabilities and Fund Balance</b>	
LIABILITIES		
9510	A/P - Current	\$428,038.71
9580	Sales Tax Liability	\$1.47
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$159,373.38
Total LIABILITIES		\$587,413.56
<b>Total Liability</b>		<b>\$587,413.56</b>
<b>Fund Balance</b>	<b>Liabilities and Fund Balance</b>	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	\$2,799,332.90
9798	Fund Balance	\$10,908,297.05
Total FUND BALANCE		\$13,707,629.95
<b>Total Fund Balance</b>		<b>\$13,707,629.95</b>
<b>Current Year Profit (Loss)</b>		<b>(\$480,467.67)</b>
<b>Total Liabilities and Fund Balance</b>		<b>\$13,814,575.84</b>

Show all data



# Statement of Revenue and Expense

## Anaheim Union High School District

9/18/2023 9:55:48 AM

	Period 1 Ending in 07/31/2023				Period 1 Ending in 07/31/2022			
	Monthly	%	YTD	%	Monthly	%	YTD	%
<b>Revenue</b>								
<b>Local Revenue</b>								
8635	\$0.00	0.00 %	\$0.00	0.00 %	\$2.55	0.00 %	\$2.55	0.00 %
A La Carte Sales								
8637	\$0.00	0.00 %	\$0.00	0.00 %	\$7.89	0.01 %	\$7.89	0.01 %
Adult Rev. - Lunch								
<b>Local Revenue</b>	<b>\$0.00</b>	<b>0.00 %</b>	<b>\$0.00</b>	<b>0.00 %</b>	<b>\$10.44</b>	<b>0.01 %</b>	<b>\$10.44</b>	<b>0.01 %</b>
<b>Federal Reimbursements</b>								
8200	\$1,499.89	19.07 %	\$1,499.89	19.07 %	\$15,791.50	17.84 %	\$15,791.50	17.84 %
Federal Meal Revenue-Breakfast								
8220	\$2,395.20	30.45 %	\$2,395.20	30.45 %	\$55,096.38	62.25 %	\$55,096.38	62.25 %
Federal Meal Revenue-Lunch								
<b>Federal Reimbursements</b>	<b>\$3,895.09</b>	<b>49.51 %</b>	<b>\$3,895.09</b>	<b>49.51 %</b>	<b>\$70,887.88</b>	<b>80.09 %</b>	<b>\$70,887.88</b>	<b>80.09 %</b>
<b>State Reimbursements</b>								
8500	\$1,044.74	13.28 %	\$1,044.74	13.28 %	\$5,425.51	6.13 %	\$5,425.51	6.13 %
State Meal Revenue-Breakfast								
8520	\$1,295.91	16.47 %	\$1,295.91	16.47 %	\$10,943.48	12.36 %	\$10,943.48	12.36 %
State Meal Revenue-Lunch								
<b>State Reimbursements</b>	<b>\$2,340.65</b>	<b>29.75 %</b>	<b>\$2,340.65</b>	<b>29.75 %</b>	<b>\$16,368.99</b>	<b>18.49 %</b>	<b>\$16,368.99</b>	<b>18.49 %</b>
<b>Other Revenue</b>								
8638	\$0.00	0.00 %	\$0.00	0.00 %	(\$8.50)	-0.01 %	(\$8.50)	-0.01 %
Cash Over & Short								
8699	\$1,631.13	20.73 %	\$1,631.13	20.73 %	\$1,251.67	1.41 %	\$1,251.67	1.41 %
Spec Activity/Cater								
<b>Other Revenue</b>	<b>\$1,631.13</b>	<b>20.73 %</b>	<b>\$1,631.13</b>	<b>20.73 %</b>	<b>\$1,243.17</b>	<b>1.40 %</b>	<b>\$1,243.17</b>	<b>1.40 %</b>
<b>Total Revenue</b>	<b>\$7,866.87</b>	<b>100.00 %</b>	<b>\$7,866.87</b>	<b>100.00 %</b>	<b>\$88,510.48</b>	<b>100.00 %</b>	<b>\$88,510.48</b>	<b>100.00 %</b>
<b>Expense</b>								
<b>Food Purchases &amp; Govnmt</b>								
4700	\$10,994.51	139.76 %	\$10,994.51	139.76 %	\$28,943.10	32.70 %	\$28,943.10	32.70 %
Food Purchases								
<b>Food Purchases &amp; Govnmt</b>	<b>\$10,994.51</b>	<b>139.76 %</b>	<b>\$10,994.51</b>	<b>139.76 %</b>	<b>\$28,943.10</b>	<b>32.70 %</b>	<b>\$28,943.10</b>	<b>32.70 %</b>
<b>Supplies</b>								
4300	\$42,427.87	539.32 %	\$42,427.87	539.32 %	\$24,862.18	28.09 %	\$24,862.18	28.09 %
Materials & Supplies								
4400	\$23,534.98	299.17 %	\$23,534.98	299.17 %	\$7,825.40	8.84 %	\$7,825.40	8.84 %
Noncapitalized Equipment-Over \$500								
4790	\$10,010.69	127.25 %	\$10,010.69	127.25 %	\$1,834.91	2.07 %	\$1,834.91	2.07 %
Supplies (Food)								
<b>Supplies</b>	<b>\$75,973.54</b>	<b>965.74 %</b>	<b>\$75,973.54</b>	<b>965.74 %</b>	<b>\$34,522.49</b>	<b>39.00 %</b>	<b>\$34,522.49</b>	<b>39.00 %</b>
<b>Salaries</b>								
2200	\$37,648.62	478.57 %	\$37,648.62	478.57 %	\$80,646.02	91.11 %	\$80,646.02	91.11 %
Classified Salaries								
2300	\$40,060.17	509.23 %	\$40,060.17	509.23 %	\$39,539.79	44.67 %	\$39,539.79	44.67 %
Class.Sup/Admin Salaries								
2400	\$27,147.65	345.09 %	\$27,147.65	345.09 %	\$24,739.86	27.95 %	\$24,739.86	27.95 %
Clerical/Office Salaries								
<b>Salaries</b>	<b>\$104,856.44</b>	<b>1,332.89 %</b>	<b>\$104,856.44</b>	<b>1,332.89 %</b>	<b>\$144,925.67</b>	<b>163.74 %</b>	<b>\$144,925.67</b>	<b>163.74 %</b>
<b>Benefits</b>								
3202	\$27,506.30	349.65 %	\$27,506.30	349.65 %	\$34,068.82	38.49 %	\$34,068.82	38.49 %
PERS, Classified Position								



# Statement of Revenue and Expense

## Anaheim Union High School District

9/18/2023 9:55:48 AM

	Period 1 Ending in 07/31/2023				Period 1 Ending in 07/31/2022			
	Monthly	%	YTD	%	Monthly	%	YTD	%
3302	\$8,188.03	104.08 %	\$8,188.03	104.08 %	\$10,994.39	12.42 %	\$10,994.39	12.42 %
OASD/MED/Classified Position								
3402	\$195,655.04	2,487.08 %	\$195,655.04	2,487.08 %	\$185,397.91	209.46 %	\$185,397.91	209.46 %
HIth/Welfare, Classified								
3502	\$39.68	0.50 %	\$39.68	0.50 %	\$725.57	0.82 %	\$725.57	0.82 %
SUI, Classified Position								
3602	\$2,586.27	32.88 %	\$2,586.27	32.88 %	\$3,686.99	4.17 %	\$3,686.99	4.17 %
Workers Comp, Classified								
<b>Benefits</b>	<b>\$233,975.32</b>	<b>2,974.19 %</b>	<b>\$233,975.32</b>	<b>2,974.19 %</b>	<b>\$234,873.68</b>	<b>265.36 %</b>	<b>\$234,873.68</b>	<b>265.36 %</b>
<b>Other Expenses</b>								
5200	\$174.06	2.21 %	\$174.06	2.21 %	\$254.19	0.29 %	\$254.19	0.29 %
Travel & Conference								
5500	\$0.00	0.00 %	\$0.00	0.00 %	\$3,965.00	4.48 %	\$3,965.00	4.48 %
Operation & Housekeeping								
5600	\$4,256.71	54.11 %	\$4,256.71	54.11 %	\$16,168.22	18.27 %	\$16,168.22	18.27 %
Rental/Lease/Repair								
5800	\$28,375.19	360.69 %	\$28,375.19	360.69 %	\$22,322.63	25.22 %	\$22,322.63	25.22 %
Prof. Consult Service/Other Operating Exp								
<b>Other Expenses</b>	<b>\$32,805.96</b>	<b>417.01 %</b>	<b>\$32,805.96</b>	<b>417.01 %</b>	<b>\$42,710.04</b>	<b>48.25 %</b>	<b>\$42,710.04</b>	<b>48.25 %</b>
<b>Capital Outlay</b>								
6500	\$29,728.77	377.90 %	\$29,728.77	377.90 %	\$0.00	0.00 %	\$0.00	0.00 %
Equipment- Over \$5000								
<b>Capital Outlay</b>	<b>\$29,728.77</b>	<b>377.90 %</b>	<b>\$29,728.77</b>	<b>377.90 %</b>	<b>\$0.00</b>	<b>0.00 %</b>	<b>\$0.00</b>	<b>0.00 %</b>
<b>Total Expense</b>	<b>\$488,334.54</b>	<b>6,207.48 %</b>	<b>\$488,334.54</b>	<b>6,207.48 %</b>	<b>\$485,974.98</b>	<b>549.06 %</b>	<b>\$485,974.98</b>	<b>549.06 %</b>
<b>Net Profit (Loss)</b>	<b>(\$480,467.67)</b>	<b>-6,107.48 %</b>	<b>(\$480,467.67)</b>	<b>-6,107.48 %</b>	<b>(\$397,464.50)</b>	<b>-449.06 %</b>	<b>(\$397,464.50)</b>	<b>-449.06 %</b>

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ANAHEIM UNION HIGH SCHOOL DISTRICT  
Business Division  
2023/24 MONTHLY ENROLLMENT REPORT  
MONTH 2  
09/05/23 to 09/29/23

SCHOOL	REGULAR DAY					Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th					
Anaheim	673	653	669	554		2,549	1	187	2,737
Cypress	629	671	683	623		2,606	1	90	2,697
Katella	585	593	581	580		2,339	1	161	2,501
Kennedy	455	522	491	485		1,953	1	67	2,021
Loara	366	365	367	346		1,444	-	104	1,548
Magnolia	410	363	379	357		1,509	-	130	1,639
Oxford	220	201	215	192		828	-	-	828
Savanna	315	402	396	390		1,503	-	75	1,578
Western	395	402	364	371		1,532	1	86	1,619
Total Comprehensive	4,048	4,172	4,145	3,898		16,263	5	900	17,168
Anaheim Independent Learning Center	-	3	17	115		135	-	-	135
Cambridge Virtual Academy	18	30	20	19		87	-	-	87
Cypress Satellite Independent Study	2	7	19	30		58	-	-	58
Gilbert High School	-	1	86	291		378	-	137	515
Katella Satellite Independent Study	3	9	29	19		60	-	-	60
Kennedy Satellite Independent Study	3	11	16	22		52	-	-	52
Nonpublic Schools	-	-	-	-		-	-	27	27
Polaris High School	12	19	34	29		94	-	-	94
Special Education Transition Program	-	-	-	-		-	-	190	190
Western Independent Learning Center	-	4	38	86		128	-	-	128
Total Alternative Ed	38	84	259	611		992	-	190	1,346
Hope	-	-	-	-		-	13	221	234
Total Senior High Schools	4,086	4,256	4,404	4,509		17,255	18	1,311	18,748

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th						
Ball	389	394	783	-		59		842
Brookhurst	343	379	722	-		52		774
Dale	508	474	982	1		53		1,036
Lexington	576	669	1,245	-		34		1,279
Orangeview	332	265	597	-		56		653
Oxford	233	231	464	-		-		464
South	576	580	1,156	-		63		1,219
Sycamore	602	555	1,157	-		80		1,237
Walker	416	393	809	-		35		844
Total Comprehensive	3,975	3,940	7,915	1		432		8,348
Cambridge Virtual Academy	19	24	43	-		-		43
Nonpublic Schools	-	-	-	-		15		15
Polaris High School	6	19	25	-		-		25
Total Junior High Schools	4,000	3,983	7,983	1		447		8,431

DISTRICT TOTAL	27,179
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# ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

## 2023/24 MONTHLY ENROLLMENT REPORT

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

HIGH SCHOOL	Month 1	Month 2	Growth v. (Decline)
Anaheim	2,752	2,737	(15)
Cypress	2,705	2,697	(8)
Katella	2,501	2,501	-
Kennedy	2,024	2,021	(3)
Loara	1,549	1,548	(1)
Magnolia	1,640	1,639	(1)
Oxford	829	828	(1)
Savanna	1,585	1,578	(7)
Western	1,614	1,619	5
<b>Total Senior High</b>	<b>17,199</b>	<b>17,168</b>	<b>(31)</b>

JUNIOR HIGH SCHOOL	Month 1	Month 2	Growth v. (Decline)
Ball	839	842	3
Brookhurst	768	774	6
Dale	1,046	1,036	(10)
Lexington	1,272	1,279	7
Orangeview	650	653	3
Oxford	464	464	-
South	1,219	1,219	-
Sycamore	1,234	1,237	3
Walker	848	844	(4)
<b>Total Junior High</b>	<b>8,340</b>	<b>8,348</b>	<b>8</b>

<b>Total Comprehensive Schools</b>	<b>25,539</b>	<b>25,516</b>	<b>(23)</b>
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Alternative Education	Month 1	Month 2	Growth v. (Decline)
Anaheim Independent Learning Center	120	135	15
Cambridge Virtual Academy	131	130	(1)
Cypress Satellite Independent Study	58	58	-
Gilbert High School	521	515	(6)
Hope	237	234	(3)
Katella Satellite Independent Study	57	60	3
Kennedy Satellite Independent Study	52	52	-
Nonpublic Schools	41	42	1
Polaris High School	118	119	1
Special Education Transition Program	189	190	1
Western Independent Learning Center	119	128	9
<b>Total Alternative Ed.</b>	<b>1,643</b>	<b>1,663</b>	<b>20</b>
<b>District Total</b>	<b>27,182</b>	<b>27,179</b>	<b>(3)</b>

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

Business Division

**2023/24 MONTHLY ENROLLMENT REPORT****GROWTH vs. DECLINE - YEAR to YEAR COMPARISON****Month 2**

<b>HIGH SCHOOL</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>Growth v. (Decline)</b>
Anaheim	2,761	2,737	(24)
Cypress	2,803	2,697	(106)
Katella	2,586	2,501	(85)
Kennedy	2,087	2,021	(66)
Loara	1,631	1,548	(83)
Magnolia	1,519	1,639	120
Oxford	823	828	5
Savanna	1,688	1,578	(110)
Western	1,673	1,619	(54)
<b>Total Senior High</b>	<b>17,571</b>	<b>17,168</b>	<b>(403)</b>

<b>JUNIOR HIGH SCHOOL</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>Growth v. (Decline)</b>
Ball	813	842	29
Brookhurst	797	774	(23)
Dale	984	1,036	52
Lexington	1,282	1,279	(3)
Orangeview	682	653	(29)
Oxford	468	464	(4)
South	1,300	1,219	(81)
Sycamore	1,270	1,237	(33)
Walker	847	844	(3)
<b>Total Junior High</b>	<b>8,443</b>	<b>8,348</b>	<b>(95)</b>

<b>Total Comprehensive Schools</b>	<b>26,014</b>	<b>25,516</b>	<b>(498)</b>
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<b>Alternative Education</b>	<b>2022/2023</b>	<b>2023/2024</b>	<b>Growth v. (Decline)</b>
Anaheim Independent Learning Center	141	135	(6)
Cambridge Virtual Academy	142	130	(12)
Gilbert High School	600	515	(85)
Hope	260	234	(26)
Katella Satellite Independent Study	84	60	(24)
Kennedy Satellite Independent Study	96	52	(44)
Nonpublic Schools	43	42	(1)
Polaris High School	146	119	(27)
Special Education Transition Program	180	190	10
Western Independent Learning Center	88	128	40
<b>Total Alternative Ed.</b>	<b>1,780</b>	<b>1,605</b>	<b>(175)</b>
<b>District Total</b>	<b>27,794</b>	<b>27,121</b>	<b>(673)</b>

AGREEMENT NUMBER: 16054

AGREEMENT FOR PARTICIPATION  
INSIDE THE OUTDOORS  
PUBLIC SCHOOLS 2023-2024

This AGREEMENT is hereby entered into this 1st day of September, 2023, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 DISTRICT has requested participation in one or more of the following Inside the Outdoors Programs, herein after referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein:

1.1 SERVICES PROVIDED BY SUPERINTENDENT FOR FIELD PROGRAM.

- A. SUPERINTENDENT may provide a one (1) hour to two (2) day field trip - Inside the Outdoors - Field Program.
- B. SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S school(s) pursuant to Exhibit "A". Transportation and food are not included and shall be the sole responsibility of DISTRICT.
- C. DISTRICT shall provide one (1) certificated employee and one (1) adult aide or parent to participate in the PROGRAM with each group of up to 25-30 students.
  - a. A certificated employee shall ride with and supervise students on the bus, if applicable.

1           b. All participating certificated employees and  
2           adult aides, in cooperation with the PROGRAM  
3           staff, shall be expected to take an active role  
4           in the supervision of students. All guests must  
5           be eighteen (18) years of age or older.

6           D. Should a DISTRICT group exceed two (2) classrooms on a  
7           given day (approximately sixty (60) students), the  
8           additional classroom(s) may be scheduled to participate  
9           on another day.

10          E. It is recommended that at least one (1) adult  
11          accompanying each DISTRICT group hold a valid  
12          California driver's license and maintain appropriate  
13          insurance coverage to drive a vehicle and have the  
14          DISTRICT'S authority to transport sick or injured  
15          students requiring medical attention (a district  
16          vehicle may be provided).

17          F. DISTRICT shall be responsible for the supervision and  
18          care of its students from the time of departure from  
19          home or school to the time of arrival back at the home  
20          or school. DISTRICT shall also be responsible for the  
21          actions of its students and employees while  
22          participating in the PROGRAM.

23        1.2 SERVICES PROVIDED BY SUPERINTENDENT FOR SCHOOL PROGRAM.

24          A. SUPERINTENDENT may provide a forty-five (45) minute to  
25          seventy-five (75) minute Traveling Scientist - Inside  
            the Outdoors - School Program.

1 B. DISTRICT shall provide one (1) certificated employee  
2 to participate in the PROGRAM with each group of up to  
3 25-40 students.

4 a. All participating certificated employees and  
5 adult aides, in cooperation with the PROGRAM  
6 staff, shall be expected to take an active role  
7 in the supervision of students.

8 C. Should a DISTRICT group exceed four (4) classrooms on  
9 a given day (approximately one hundred twenty (120)  
10 students), the additional classroom(s) may be scheduled  
11 to participate on another day.

12 D. Schools may be charged an additional transportation fee  
13 of \$65.00 - \$140.00 per day, as set forth in Exhibit  
14 A.

15 1.3 SERVICES PROVIDED BY SUPERINTENDENT FOR VIRTUAL PROGRAM.

16 A. SUPERINTENDENT may provide a thirty (30) minute to  
17 seventy-five (75) minute Inside the Outdoors - Virtual  
18 Program.

19 B. Should a DISTRICT group exceed four (4) classrooms on  
20 a given day (approximately one hundred twenty (120)  
21 students), the additional classroom(s) may be scheduled  
22 to participate on another day.

23 C. DISTRICT shall provide SUPERINTENDENT'S designee a link  
24 to a virtual platform of the DISTRICT'S choosing, in  
25 accordance with DISTRICT policies, for the Inside the  
Outdoors - Virtual Program. The link shall be emailed

1 to itoregistration@ocde.us at least five (5) business  
2 days prior to the scheduled event.

3 D. Postponement of a PROGRAM due to technical difficulties  
4 exceeding fifteen (15) minutes may be made by the  
5 SUPERINTENDENT'S designated staff. DISTRICT groups  
6 will be rescheduled at a mutually agreed upon date when  
7 space is available.

8 E. DISTRICT shall provide one (1) certificated employee  
9 to participate in the PROGRAM with each group of up to  
10 25-40 students.

11 a. All participating certificated employees and  
12 adult aides, in cooperation with the PROGRAM  
13 staff, shall be expected to take an active role  
14 in the supervision of students.

15 2.0 This AGREEMENT shall be in full force and effect for the period  
16 commencing September 1, 2023 and ending August 31, 2024. **This AGREEMENT**  
17 **must be fully executed by the Parties and be on file with the**  
18 **SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

19 3.0 In compliance with Education Code Section 35330 DISTRICT hereby  
20 declares that no student has been denied the opportunity to participate  
21 in the PROGRAM because of the inability to pay the required fee.  
22 DISTRICT has made every effort to acquire the financial support from  
23 fund-raising efforts, parents, and the community to assist those  
24 pupils who are unable to pay the required fee.

25 4.0 DISTRICT shall be responsible for the supervision and care of  
its students. DISTRICT shall also be responsible for the actions of

1 its students and employees while participating in the PROGRAM.

2 5.0 Hold Harmless/Insurance coverage shall be as follows:

3 A. DISTRICT shall hold harmless, defend, and indemnify the  
4 Orange County Superintendent of Schools, the Orange County  
5 Board of Education, and their officers, agents, and  
6 employees from any and all claims for damages resulting  
7 from the acts or omissions of DISTRICT, its officers,  
8 agents, employees, and students with respect to the Inside  
9 the Outdoors Program.

10 B. SUPERINTENDENT shall hold harmless, defend, and indemnify  
11 the DISTRICT, its Governing Board, officers, agents,  
12 employees, and students from any and all claims for damage  
13 resulting from the acts or omissions of the Orange County  
14 Superintendent of Schools, the Orange County Board of  
15 Education and its officers, agents, and employees with  
16 respect to the Inside the Outdoors Program.

17 C. DISTRICT must furnish to SUPERINTENDENT a certificate of  
18 insurance evidencing all coverages and additional insured  
19 endorsements required **no less than fourteen (14) business**  
20 **days, excluding holidays, prior to DISTRICT'S first day of**  
21 **participation. DISTRICT shall not participate in the**  
22 **Inside the Outdoors Program until SUPERINTENDENT has**  
23 **received a valid certificate of insurance evidencing the**  
24 **insurance coverage required.**

25 D. DISTRICT'S insurance must be with an insurance company  
admitted and licensed by the Insurance Commissioner of the



1 State of California or a program of self-insurance approved  
2 by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured  
4 for its liability exposures, DISTRICT must notify the  
5 SUPERINTENDENT in writing fourteen (14) business days,  
6 excluding holidays, prior to DISTRICT'S first day of  
7 participation and provide the SUPERINTENDENT with a  
8 statement signed by an authorized representative of  
9 DISTRICT which states that DISTRICT agrees to protect the  
10 Orange County Superintendent of Schools, the Orange County  
11 Board of Education, and its officers, employees, and agents  
12 as if the insurance requirements in Section 9.0 were in  
13 full effect.

14 F. DISTRICT agrees to maintain Comprehensive General Liability  
15 Insurance, including bodily injury, property damage,  
16 premises-operations, products-completed operations and  
17 personal injury, in the amount of not less than one million  
18 dollars (\$1,000,000) per occurrence or a program of self-  
19 insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included  
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the  
23 Orange County Board of Education, and their officers,  
24 agents and employees shall be added as an additional  
25 insured to the policy."

(b) "Such insurance as is afforded by this policy for the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees shall be primary, and any insurance carried by the Orange County Superintendent of Schools, or the Orange County Board of Education, for the Orange County Superintendent of Schools and the Orange County Board of Education and its officers, agents, and employees shall be excess and non-contributory."

H. DISTRICT shall, at DISTRICT'S sole cost and expense, take out prior to participation in the Inside the Outdoors Program, and maintain in full force and effect, from the first day of participation through the last day of participation, a policy or policies of insurance covering DISTRICT'S participation in the Inside the Outdoors Program.

I. Insurance certificate description should read as  
"Participation in the Inside the Outdoors Programs."

J. In addition, DISTRICT shall provide a thirty (30) day cancellation or reduction of coverage clause.

K. Insurance certificate holder shall be named proper as "Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, Attn: Contracts Department."

6.0 Any notice of **cancellation** by DISTRICT must be received in writing by SUPERINTENDENT at least **twenty (20)** business days,

1 excluding holidays, prior to the scheduled PROGRAM date. In the event  
2 of a cancellation, the DISTRICT is responsible to find an equivalent  
3 replacement no later than ten (10) business days prior to the cancelled  
4 program date; SUPERINTENDENT may also attempt to find an equivalent  
5 replacement if possible. **If DISTRICT or SUPERINTENDENT is unable to**  
6 **find an equivalent replacement, DISTRICT will be charged ninety**  
7 **percent (90%) of the full cost of the scheduled PROGRAM.** If DISTRICT'S  
8 School wishes to **reschedule** a scheduled PROGRAM date, DISTRICT'S  
9 School may be charged an additional fee of One hundred dollars  
10 (\$100.00).

11 7.0 Cancellation of a PROGRAM due to inclement weather conditions  
12 may be made by the SUPERINTENDENT'S designated staff (no charge will  
13 be incurred for those days). DISTRICT groups will be rescheduled at  
14 a later date, upon request of DISTRICT and when space is available.  
15 If DISTRICT decides to participate in the PROGRAM in inclement weather  
16 conditions, DISTRICT will be charged the full fee regardless of weather  
17 conditions.

18 8.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM  
19 more specifically described in Exhibit "A", which is attached hereto  
20 and incorporated by reference herein. **Payment shall be made based on**  
21 **the number of students that actually attend, but not less than ninety**  
22 **percent (90%) of the number of students identified in Exhibit "A".** If  
23 school is designated as sponsored, a minimum enrollment requirement  
24 is ninety percent (90%) of the contracted number of students, and is  
25 paid by sponsorship. If the number of students who attend is less  
than ninety percent (90%) of the contracted enrollment number, SCHOOL

1 will be charged a per student fee for all students that fall below  
2 ninety percent (90%).

3 8.1 A day of participation is defined as a student being present  
4 during any part of a scheduled PROGRAM day.

5 8.2 Should the scheduled attendance from any given school in a  
6 DISTRICT change by more than ten percent (10%), the  
7 DISTRICT shall inform SUPERINTENDENT in writing at least  
8 twenty (20) business days prior to the first (1<sup>st</sup>) day of  
9 attendance.

10 9.0 DISTRICT agrees to send to PROGRAM the number of students  
11 indicated in Exhibit "A". DISTRICT agrees to pay a fee to  
12 SUPERINTENDENT pursuant to Section 8.0, for each student of DISTRICT  
13 participating in the PROGRAM. If the number of students described in  
14 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no less  
15 than twenty (20) business days prior to the scheduled date.

16 10.0 Full payment of fees by DISTRICT or school must be received by  
17 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

18 11.0 DISTRICT agrees to bear the expense of repairs and/or breakage  
19 resulting from unreasonable wear or abuse to property and/or equipment  
20 caused by its students and/or teachers.

21 12.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the  
22 District Superintendent or the District Superintendent's designee,  
23 pursuant to Education Code Section 17604, the authority to allow  
24 additional schools or students to participate in the Inside the  
25 Outdoors Program during the term of AGREEMENT.

1 13.0 TOBACCO USE POLICY. In the interest of public health,  
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use  
3 of any tobacco products are prohibited in buildings and vehicles, and  
4 on any property owned, leased or contracted for by the SUPERINTENDENT  
5 pursuant to SUPERINTENDENT Policy 400-7. Failure to abide with  
6 conditions of this policy could result in the termination of this  
7 AGREEMENT.

8 14.0 SUPERINTENDENT and DISTRICT agree that they will not engage in  
9 unlawful discrimination in employment of persons because of race,  
10 color, religious creed, national origin, ancestry, physical handicap,  
11 medical condition, marital status, or sex of such persons.

12 15.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be  
13 construed and entered into in accordance with the laws of the State  
14 of California, through California state courts with venue in Orange  
15 County, California.

16 16.0 FORCE MAJEURE. In no event shall either party have any claim or  
17 right against the other party for any failure of performance if the  
18 failure is caused by or the result of causes beyond the reasonable  
19 control of such other party due to any occurrence commonly know as  
20 Force Majeure, including, without limitation, acts of God, pandemics,  
21 floods, riots, earthquakes, government regulations enacted after the  
22 date of the AGREEMENT, explosions, war, national emergency, including  
23 terrorist threats, or insurrections. The party first learning of the  
24 event of Force Majeure shall notify the other party in writing. In the  
25 event this clause must by invoked, there shall be no implied or express  
breach of contract by either party.

1 17.0 NOTICE. All notices or demands to be given under this AGREEMENT  
2 by either party to the other, shall be in writing and given either by:  
3 (a) personal service or (b) by U.S. Mail, mailed either by registered  
4 or certified mail, return receipt requested, with postage prepaid.  
5 Service shall be considered given when received if personally served  
6 or if mailed on the third day after deposit in any U.S. Post Office.  
7 The address to which notices or demands may be given by either party  
8 may be changed by written notice given in accordance with the notice  
9 provisions of this section. As of the date of this AGREEMENT, the  
10 addresses of the parties are as follows:

11 DISTRICT: Anaheim Union High School District  
12 501 North Crescent Way  
13 Anaheim, California 92803  
14 Attn: \_\_\_\_\_

15 SUPERINTENDENT: Orange County Superintendent of Schools  
16 200 Kalmus Drive  
17 P.O. Box 9050  
18 Costa Mesa, California 92628-9050  
19 Attn: Patricia McCaughey

20 18.0 If any term, covenant, condition or provision of this AGREEMENT  
21 is held by court of competent jurisdiction to be invalid, void or  
22 unenforceable, the remainder of the provisions shall remain in full  
23 force and effect and shall in no way be affected, impaired or  
24 invalidated thereby.

25 19.0 The failure of SUPERINTENDENT or DISTRICT 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.

1 20.0 This AGREEMENT contains the entire agreement between  
2 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
3 hereafter made shall be ineffective to modify this AGREEMENT in whole  
4 or in part unless such agreement is embodied in an amendment to this  
5 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.  
6 This AGREEMENT supersedes all prior negotiations, understandings,  
7 representations and agreements.

8 21.0 DISTRICT shall implement procedures and protective measures to  
9 assure compliance with current federal and state privacy requirements,  
10 including but not limited to California Assembly Bill 1584, California  
11 Assembly Bill 1442, the Student Online Personal Information Protection  
12 Act (SOPIPA), the Family Educational Rights and Privacy Act (FERPA),  
13 the Children's Online Privacy Protection Act (COPPA), and the  
14 Children's Internet Protection Act (CIPA) as applicable.

15 22.0 ORIGINALITY OF SERVICES. DISTRICT agrees that all technologies,  
16 formulae, procedures, processes, methods, ideas, dialogue, prepared  
17 for and submitted by SUPERINTENDENT to the DISTRICT in connection with  
18 the services set forth in this AGREEMENT are wholly original to  
19 SUPERINTENDENT and shall not be copied or used in whole or in part by  
20 DISTRICT without SUPERINTENDENT'S express written permission.  
21 DISTRICT further agrees that all writings and materials, compositions,  
22 recordings, teleplays, and/or video productions prepared for, written  
23 for, or otherwise submitted by SUPERINTENDENT to the DISTRICT and/or  
24 used in connection with the services set forth in this AGREEMENT,  
25 reflect the intellectual property of, and copyright interests held by  
SUPERINTENDENT and shall not be copied or used in whole or in part by

DISTRICT without SUPERINTENDENT'S express written permission. DISTRICT shall not record, videotape and/or take pictures or screenshots without the express prior written approval by SUPERINTENDENT.

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

SCHOOL: ANAHEIM UNION HIGH  
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

PRINT NAME: Dr. Jaron Fried

PRINT NAME: Patricia McCaughey

TITLE: Assistant Superintendent, Ed. Division

TITLE: Administrator

DATE: 10-13-23

DATE: September 1, 2023



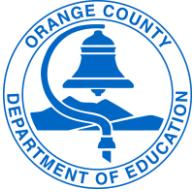
# EXHIBIT “A”

**Field, School and Virtual Programs****Exhibit A**

District	School	Site/Program	Schedule Date	Grade	Number of Students	Fee Per Student or Flat Fee	Comments
Anaheim Union High	South Jr. High School	Traveling Scientist - Wonders of H2O	9/25/2023	8	67	GRANT	
Anaheim Union High	South Jr. High School	Mileage	9/25/2023			GRANT	

**Note:**

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Sections 6.0 and 8.0 of the Agreement.



**Orange County Department of Education**  
**Contracts Unit – Inside the Outdoors**  
200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050  
Phone: 714-708-3885 Email: [itocontracts@ocde.us](mailto:itocontracts@ocde.us)



**ADDENDUM**  
Agreement for Participation  
Inside the Outdoors

Date: September 7, 2023

To: Jaron Fried, Ed. D., Assistant Superintendent  
Anaheim Union High

From: Orange County Department of Education  
Contracts Unit

Subject: **Agreement for Additional School(s) Participation in  
*Inside the Outdoors* Field or School Programs**  
**Agreement Number:** 16054  
**Addendum Number:** 1

The following school has registered to participate with Inside the Outdoors. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and dates(s).

- ☐ **Please verify Programs, Participation Date(s), and Final Enrollment Numbers to avoid additional charges.**
- ☐ Sign and return this Addendum at least **14 business days** before your school(s) Program(s). To complete our Agreement please send the above address or email.

**You are financially responsible for at least 90% of the listed number of students**, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

If a school has received a grant your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Program for all absences that fall below 90% (see online Fee Schedule for details).

To reschedule, a notice of twenty (20) business days is required and an additional \$100 fee may be charged. **Cancellations require a written notice to *Inside the Outdoors* of a minimum of twenty (20) business days prior to participation.** If an equivalent replacement cannot be found for the open date, your school will be billed ninety percent (90%) of your contracted enrollment.

The school is responsible for making transportation arrangements and paying for their buses. Decisions to cancel your Field Trip because of inclement weather must be coordinated with Inside the Outdoors.

District	School	Site/Program	Scheduled Date	Grade	Number of Students	Fee Per Student or Flat Fee	Comments
Anaheim Union High	South Jr. High School	Traveling Scientist - Wonders of H2O	9/25/2023	8	67	GRANT	
Anaheim Union High	South Jr. High School	Mileage	9/25/2023			GRANT	

Note:

\*Please refer to Section 1.2 D and Sections 6.0 and 8.0 in your Agreement for further details on enrollment charges.

**Call (714) 708-3885** if you have questions. Thank you for partnering with us to nurture healthier, happier, and smarter student through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Anaheim Union High

School District

Authorized Signature

Jaron Fried, Ed. D.

Print Name

Assistant Superintendent

October 13, 2023

Title

Date



**Orange County Department of Education**  
**Contracts Unit – Inside the Outdoors**  
200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050  
Phone: 714-708-3885 Email: [itocontracts@ocde.us](mailto:itocontracts@ocde.us)



**ADDENDUM**  
Agreement for Participation  
Inside the Outdoors

Date: September 18, 2023

To: Jaron Fried, Ed. D., Assistant Superintendent  
Anaheim Union High

From: Orange County Department of Education  
Contracts Unit

Subject: **Agreement for Additional School(s) Participation in  
*Inside the Outdoors* Field or School Programs**  
**Agreement Number: 16054**  
**Addendum Number: 2**

The following school has registered to participate with Inside the Outdoors. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and dates(s).

- ☐ **Please verify Programs, Participation Date(s), and Final Enrollment Numbers to avoid additional charges.**
- ☐ Sign and return this Addendum at least **14 business days** before your school(s) Program(s). To complete our Agreement please send the above address or email.

**You are financially responsible for at least 90% of the listed number of students**, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

If a school has received a grant your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Program for all absences that fall below 90% (see online Fee Schedule for details).

To reschedule, a notice of twenty (20) business days is required and an additional \$100 fee may be charged. **Cancellations require a written notice to *Inside the Outdoors* of a minimum of twenty (20) business days prior to participation.** If an equivalent replacement cannot be found for the open date, your school will be billed ninety percent (90%) of your contracted enrollment.

The school is responsible for making transportation arrangements and paying for their buses. Decisions to cancel your Field Trip because of inclement weather must be coordinated with Inside the Outdoors.

District	School	Site/Program	Scheduled Date	Grade	Number of Students	Fee Per Student or Flat Fee	Comments
Anaheim Union High	South Jr. High School	Traveling Scientist - Scientist's of the Sewers	10/3/2023	8	67	GRANT	
Anaheim Union High	South Jr. High School	Mileage	10/3/2023			GRANT	

Note:

\*Please refer to Section 1.2 D and Sections 6.0 and 8.0 in your Agreement for further details on enrollment charges.

**Call (714) 708-3885** if you have questions. Thank you for partnering with us to nurture healthier, happier, and smarter student through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Anaheim Union High

School District

Authorized Signature

Jaron Fried, Ed. D.

Print Name

Assistant Superintendent

October 13, 2023

Title

Date

**Professional Services Agreement****PROFESSIONAL SERVICES AGREEMENT**

1. **IDENTIFICATION OF PARTIES.** This Agreement ("The Agreement"), executed in duplicate with each party receiving an executed original, is entered into on the thirteenth day of October, 2023, by and between the undersigned clients, Anaheim Union High School District (hereafter referred to as "CLIENT") and The Sobel Group, Inc. (hereafter referred to as "TSG").

WHEREAS the client is in need of special services and advice;

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS TSG is specially trained, experienced, and competent to provide the special services required; and

WHEREAS such services are needed on a limited basis

NOW, THEREFORE, the parties hereto agree as follows:

2. **SERVICES TO BE PROVIDED.** The services to be provided by TSG to CLIENT are as follows: TSG will consult with CLIENT, the local police department, and the local fire department, and provide necessary updates to the portion of the CLIENT's school safety plans (for schools identified by CLIENT) that includes tactical responses to criminal incidents. As part of the service, TSG will consult with CLIENT and school specific personnel to update visual maps of the tactical response plans which are used as one of the steps to safeguard pupils and staff, secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators. On-site school visits will be conducted to collect site specific information and digital imagery as needed. After all data is collected, TSG will update the school specific report, provide training to necessary personnel, and provide an electronic copy to the CLIENT. TSG will provide services to the

CLIENT Initial: \_\_\_\_\_  
TSG Initial: TS

## Professional Services Agreement

CLIENT pursuant to the rate schedule provided in paragraph number 4 below. If CLIENT desires that TSG provide services not covered by this Agreement, a separate written agreement between TSG and CLIENT will be required. TSG will establish work hours, with CLIENT's approval, for services and TSG may work for other clients simultaneously, unless otherwise noted. TSG will determine the order or sequence of steps in performance of work. Services will be provided October 13, 2023, through October 12, 2024, with an option for four additional one year terms.

3. **RESPONSIBILITIES OF TSG AND CLIENT.** TSG will perform the services called for under this Agreement as an independent contractor and not as an employee of the CLIENT, keep CLIENT informed of progress and developments, and respond promptly to CLIENT'S inquiries and communications. CLIENT further agrees to abide by this Agreement, to make payment on invoices in a timely manner as set forth herein, and to cooperate and require any employees of CLIENT to cooperate with TSG in any activities undertaken on the CLIENT's behalf. CLIENT agrees to prepare and furnish current up-to-date site plans, floor plans, as-built diagrams, utility shut-off locations, and any available aerial photographs of the school site. CLIENT agrees to grant TSG unrestricted access to the school during non-school hours on pre-arranged dates and times. TSG will furnish all tools and equipment needed for the job.

4. **COST.** CLIENT agrees to pay TSG in connection with the above referenced services as authorized at the following hourly rates plus expenses:

Executive Staff:	\$195.00
Panoramic Photographer:	\$195.00
Post Production Program Specialist:	\$195.00



## Professional Services Agreement

Mapping Assistant:	\$135.00
Office Staff:	\$125.00

TSG shall bill in increments of one tenth of an hour. TSG will charge CLIENT mileage at the current IRS rate each way for travel from the TSG office in San Diego County to the service location in the Anaheim Union High School District.

TSG Agrees not to exceed total charges of: Twenty-Five Thousand Dollars (\$25,000) per year for fees and costs without prior written consent from CLIENT.

5. **STATEMENTS AND PAYMENTS.** TSG will send CLIENT monthly invoices as work is completed. CLIENT agrees to make payment in full of TSG's invoices within thirty (30) days of receipt.
6. **LATE CHARGES.** If the entire balance shown due on any statement is not paid within 30 days from the statement date, a late charge equal to 1.5% of the outstanding balance will be assessed to CLIENT'S account.
7. **NO DISCHARGE OF DEBT.** CLIENT specifically acknowledges and agrees that any dollar amounts owed to TSG for fees and/or costs incurred by TSG on CLIENT'S behalf as set forth herein shall create a payment obligation on the part of CLIENT that shall not be discharged by CLIENT in any bankruptcy or other action instituted by CLIENT, or any of them, or otherwise. In the case of any petition in bankruptcy or similar action by CLIENT, CLIENT agrees to promptly execute a Reaffirmation Agreement on behalf of TSG, reaffirming CLIENT'S payment obligation to TSG and CLIENT'S agreement to pay same, as set forth herein.

## Professional Services Agreement

8. **ARBITRATION.** CLIENT and TSG agree to have any and all disputes (except where CLIENT may request Arbitration of a fee dispute) 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 services provided by TSG to CLIENT, decided only by binding arbitration in accordance with the provisions of the California 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. TSG 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. Any party initiating court action without first requesting arbitration as set forth herein expressly waives any claim to attorneys' fees and costs they may have otherwise been entitled to.

9. **ENFORCEMENT EXPENSES.** Should it be necessary to institute legal proceedings for the enforcement of this Agreement, the prevailing party in any such proceeding shall be entitled to recover all court costs and reasonable attorney's fees incurred in prosecuting or defending said action.

10. **RESPONSIBILITY FOR DATA.** CLIENT shall at all times be solely responsible for ensuring that all site specific data remains accurate, complete, and current. CLIENT may engage TSG for additional consulting services to make updates related to any changes to the site specified in this Agreement. TSG and CLIENT agree not to disclose any information related to tactical responses to criminal incidents to unauthorized recipients. "Information" includes but is not limited to reports, diagrams, photographs, digital images, and descriptions.

11. **INSURANCE AND APPLICABLE LAWS.** TSG will provide insurance as follows:

## Professional Services Agreement

- a. Commercial General liability insurance for bodily injury and property damage, written on an occurrence form, in the combined single limit of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- b. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- c. Professional liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- d. Automobile liability insurance with limits as required by the State of California
- e. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per incident.
- f. An Additional Insured Endorsement is required to accompany Certificate of Insurance, specifically naming Anaheim Union High School District as Additional Insured with respects to the insured's General Liability policy as "Anaheim Union High School District is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

TSG and it's employees shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

## Professional Services Agreement

**12. INDEMNIFICATION.** TSG agrees to and shall hold harmless and indemnify CLIENT, 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 TSG or any person, firm, or corporation employed by TSG upon or in connection with the services called for in this AGREEMENT except for liability for damaged referred to above which result from the sole negligence or willful misconduct of CLIENT, its officers, employees, or agents.
- b. Any injury or death to persons or damage to property, sustained by any persons, firm, or corporation, including the CLIENT, 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 CLIENT, its officers, employees, or agents.

TSG, at TSG's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the CLIENT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgement/lawsuit reimbursement that may be rendered against the CLIENT, its officers, agents, or employees in any actions, suit, or other proceedings as a result of negligence or willful misconduct by TSG unless such actions, suits, or other proceedings result from the sole negligence or willful misconduct of the CLIENT, its officers, employees, or agents.

**13. ASSIGNMENT.** This AGREEMENT is not assignable without written consent of the parties hereto.

## Professional Services Agreement

14. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement pertaining to the subject of the services TSG will be performing and the compensation for such services. Any modification of this Agreement shall be made in writing and signed by all Parties hereto. It is expressly understood and agreed by the Parties that should any provision or portion of this Agreement be held invalid, illegal, or void, the remainder of this Agreement shall nevertheless continue in full force and effect. Either party may terminate this Agreement at any time upon written notice to the other.

15. **FINGERPRINT CERTIFICATION.** TSG must execute a Certification by Contractor, Criminal Records Check school district form prior to the performance of any work.

16. **DRUG, ALCOHOL, AND TOBACCOO FREE WORKPLACE.** TSG hereby certifies, under penalty of perjury, under the laws of the State of California that under the agreement it will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times.

TSG hereby agrees, under the agreement, it will comply with the Anaheim Union School District Board of Education's Policy which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a health environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

17. **NOTICES.** Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to CLIENT or, if



## Professional Services Agreement

delivered at or sent by registered or certified mail, to the last known business or home address of CLIENT.

18. **GOVERNING LAW.** The laws of the State of California shall govern the construction and interpretation of this Agreement.

19. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this Agreement shall be the date first written above.

CLIENT HAS READ AND UNDERSTANDS THE FOREGOING, AGREES TO ALL OF ITS TERMS AND CONDITIONS, AND HAS RECEIVED AN EXECUTED COPY THEREOF.

*The Sobel Group, Inc.*

By: *DS*

Print Name/Title of Authorized Signatory:

David Sobel/President

P.O. Box 462637

Escondido, CA 92046

Dated: 10/13/2023

*Anaheim Union High School District*

By: \_\_\_\_\_

Print Name/Title of Authorized Signatory:

Dr. Jaron Fried

501 Crescent Way

Anaheim, CA 92803

Dated: 10-13-23

CLIENT Initial: \_\_\_\_\_  
TSG Initial: *DS*

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement ("Agreement") is made as of the 11<sup>th</sup> day of August, 2023, between the Anaheim Union High School District ("District") and Anaheim Elementary School District ("Contractor") (each a party, collectively, "Parties").

**WHEREAS**, The Parties have entered into this Agreement for purposes of setting forth the terms and conditions for the Consultant to perform the below-listed services for the District.

**WHEREAS**, the District is in need of such special services and advice; and

**WHEREAS**, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District outside the usual course of the District's business; and

**WHEREAS**, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties agree as follows:

1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term. Anaheim Elementary School District (AESD) will provide a two-hour minimum interpretation and translation services in Spanish, Korean and Mandarin when needed. These services included parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings, board meetings, LCAP Meetings and such. As immigration increases, it is projected that this demand will continue to increase in the 2023-24 school year. AESD interpretation support is needed when internal interpreters are not available during the evening time.
2. **Term.** The term for services pursuant to this Agreement is from September 15, 2023 through June 30, 2024.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:
 

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Insurance Certificate(s) and Endorsements (Section 10)
<u>  X  </u>	Criminal Background Investigation Certification(s) (Section 16)
<u>  X  </u>	W-9 Form
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a not-to-exceed amount of twenty thousand

dollars (\$20,000) and no other costs or expenses as needed. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor.** Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.
6. **Materials.** The contractor shall provide all labor. The district shall furnish materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this agreement.
7. **Standard of Care.** Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.
8. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
10. **Insurance.**
  - 10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
    - 10.1.1 General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage



in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Is this Contractor interacting with students? Yes ☐ No ☒ For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers,

consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

**10.2 Other Insurance Provisions.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:

10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the

District.

- 10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.
- 10.2.5 All policies shall be written on an occurrence form.
- 10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 10.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

- 11. Compliance With Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 12. Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 15. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 16. Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who

interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
18. **Termination.** The 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 Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
19. **Limitation of District Liability.** The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
20. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District**

Anaheim Union High School District  
Attn: Dr. Jaron Fried  
Copy: Dr. Renae Bryant  
501 N. Crescent Way  
Anaheim, CA 92801  
Phone: (714) 999-3568  
Email: Bryant\_r@auhsd.us

**Contractor**

Anaheim Elementary School District  
Attn: Rhonda Robertson  
1001 S. East St.  
Anaheim, CA 92805  
Phone: (714) 517-7500  
Email: rrobertson@aesd.org

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
23. **Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws

of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

- 24. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 26. Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Anaheim Union High School District**

Date: 10-13-23

By: \_\_\_\_\_

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

**Anaheim Elementary School District**

Date: 9/14/2023

By: Mary O'Neill Grace

\_\_\_\_\_ Print Name: \_\_\_\_\_ Dr.

Mary Grace

Title: Assistant Superintendent of  
Educational Services

## **EXHIBIT A**

**Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:**

Contractor shall:

**Interpreters:** Alina Avelar-Garcia, Ana Acevedo-Diaz, Jasmin Anaya, Joy Park (Korean), Mary Madrigal, Shulin Shen(Mandarin)

**Languages:** Spanish, Korean, Mandarin

**Project:** Interpretation Services as Needed

**Service Hours:** Not to exceed 140 hours (estimated 10 hours per month over the next 14 months)

**Interpretation Request Process:** Requests should be made through the Interpretation Request Form established between parties, not through e-mails. Response regarding availability will be received within 1 business day. To the extent possible, requests should be made one or more weeks in advance of the event and materials to be presented/discussed should be shared with interpreters prior to the event. AUHSD will provide each interpreter with a calendar invitation with all the necessary details, a table and chairs for interpreters (for in-person services), a microphone for presenters, and interpretation devices.

**Hourly Rate:** \$75 per hour, per interpreter

**Maximum Cost:** \$20,000

THIS AGREEMENT SUPERSEDES THE AGREEMENT SIGNED ON AUGUST 4, 2023

AGREEMENT NUMBER 10003895

ANAHEIM UNION HIGH SCHOOL DISTRICT  
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 13th day of October, 2023, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work, and SUPERINTENDENT hereby agrees to perform said work in the "Service Proposal", which is attached hereto as Exhibit "A" and incorporated herein by reference for the Division of Educational Services.

2.0 TERM. This AGREEMENT shall commence on October 13, 2023 and end on June 30, 2024, subject to termination as set forth in this AGREEMENT.

1 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT a total sum  
2 not to exceed Twenty thousand dollars (\$20,000.00). Payment shall be  
3 at the rates as described in Exhibit "B", "Interpreting/Translation  
4 Rate Sheet 2022-2023", which is attached hereto and incorporated by  
5 reference herein. Payment shall be mailed to: Orange County  
6 Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California  
7 92626-9050, Attention: Accounting Manager, or at such other place as  
8 SUPERINTENDENT may designate in writing.

9 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for any  
10 costs or expenses paid or incurred by SUPERINTENDENT in performing  
11 services for DISTRICT, except as follows: N/A.

12 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own expense,  
13 all labor, materials, equipment, supplies and other items necessary to  
14 complete the services to be provided pursuant to this AGREEMENT,  
15 except as follows: N/A

16 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
17 this AGREEMENT, shall be and act as an independent contractor.  
18 SUPERINTENDENT understands and agrees that he/she and all of his/her  
19 employees shall not be considered officers, employees or agents of  
20 the DISTRICT, and are not entitled to benefits of any kind or nature  
21 normally provided employees of the DISTRICT and/or to which  
22 DISTRICT'S employees are normally entitled, including, but not  
23 limited to, State Unemployment Compensation or Workers' Compensation.  
24 SUPERINTENDENT assumes the full responsibility for the acts and/or  
25 omissions of his/her employees or agents as they relate to the  
services to be provided under this AGREEMENT. SUPERINTENDENT shall



1 assume full responsibility for payment of all federal, state and  
2 local taxes or contributions, including unemployment insurance,  
3 social security and income taxes with respect to SUPERINTENDENT'S  
4 employees.

5 7.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees  
6 that all matters produced under this AGREEMENT shall become the  
7 property of SUPERINTENDENT and cannot be used without  
8 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall  
9 have all right, title and interest in said matters, including the  
10 right to secure and maintain the copyright, trademark and/or patent  
11 of said matter in the name of the SUPERINTENDENT.

12 8.0 HOLD HARMLESS.

13 A. SUPERINTENDENT agrees to and does hereby indemnify,  
14 defend, and hold harmless DISTRICT, its Governing Board, officers,  
15 agents and employees from liability and claims of liability for bodily  
16 injury, personal injury, sickness, disease, or death of any person or  
17 persons, or damage to any property, real personal, tangible or  
18 intangible, arising out of the negligent acts or omissions of  
19 employees, agents or officers of SUPERINTENDENT or the Orange County  
20 Board of education during the period of this AGREEMENT.

21 B. DISTRICT agrees to and does hereby indemnify, defend, and  
22 hold harmless SUPERINTENDENT, the Orange County Board of Education,  
23 and its officers, agents and employees from liability and claims of  
24 liability for bodily injury, personal injury, sickness, disease, or  
25 death of any person or persons, or damage to any property, real  
personal, tangible or intangible, arising out of the negligent acts or

omissions of its Governing Board, employees, agents or officers of DISTRICT during the period of this AGREEMENT.

9.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this AGREEMENT shall not be assigned by SUPERINTENDENT without prior written approval of DISTRICT.

10.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

11.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason with the giving of thirty (30) days written notice to the other party. DISTRICT shall compensate SUPERINTENDENT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SUPERINTENDENT. Notice shall be deemed given when received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

1 13.0 NOTICE. All notices or demands to be given under this AGREEMENT  
2 by either party to the other shall be in writing and given either by:  
3 (a) personal service or (b) by U.S. Mail, mailed either by registered  
4 or certified mail, return receipt requested, with postage prepaid.  
5 Service shall be considered given when received if personally served  
6 or if mailed on the third day after deposit in any U.S. Post Office.  
7 The address to which notices or demands may be given by either party  
8 may be changed by written notice given in accordance with the notice  
9 provisions of this section. As of the date of this AGREEMENT, the  
10 addresses of the parties are as follows:

11 DISTRICT: Anaheim Union High School District  
12 501 North Crescent Way  
13 Anaheim, California 92803  
14 Attn: \_\_\_\_\_

15 SUPERINTENDENT: Orange County Superintendent of Schools  
16 200 Kalmus Drive  
17 P.O. Box 9050  
18 Costa Mesa, California 92628-9050  
19 Attn: Patricia McCaughey

20 14.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
21 redress for violation of, or to insist upon, the strict performance  
22 of any term or condition of this AGREEMENT shall not be deemed a  
23 waiver by that party of such term or condition, or prevent a  
24 subsequent similar act from again constituting a violation of such  
25 term or condition.

15.0 SEVERABILITY. If any term, condition or provision of this  
AGREEMENT is held by a court of competent jurisdiction to be invalid,  
void, or unenforceable, the remaining provisions will nevertheless  
continue in full force and effect, and shall not be affected,  
impaired or invalidated in any way.

1 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
2 be governed by the laws of the State of California with venue in  
3 Orange County, California.

4 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
5 attached hereto constitute the entire agreement among the Parties to  
6 it and supersede any prior or contemporaneous understanding or  
7 agreement with respect to the services contemplated, and may be  
8 amended only by a written amendment executed by both Parties to the  
9 AGREEMENT.

10 IN WITNESS WHEREOF, the Parties hereto set their hands.

11 DISTRICT: ANAHEIM UNION HIGH  
12 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

13 BY: \_\_\_\_\_  
14 Authorized Signature

BY:   
15 Authorized Signature

16 PRINT NAME: Dr. Jaron Fried

PRINT NAME: Patricia McCaughey

17 TITLE: Assistant Superintendent, Ed. Division

TITLE: Director

18 DATE: 10-13-23

DATE: October 13, 2023

19 Anaheim UHSD-Income(10003895)24RV  
20 ZIP5





**Orange County Department of Education  
Educational Services Division  
Service Proposal**

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050

(714) 966-4000

FAX (714) 432-1916

[www.ocde.us](http://www.ocde.us)

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

**ORANGE COUNTY  
BOARD OF EDUCATION**

MARI BARKE

TIM SHAW

LISA SPARKS, Ph.D.

JORGE VALDES, Esq.

KEN L. WILLIAMS, D.O.

TO: Renae Bryant, Ed.D.  
Director, Plurilingual Services  
Anaheim Union High School District

FROM: Natalia Abarca  
Program Specialist  
Educational Services  
OCDE

DATE OF PROPOSAL: 10/13/2023 – 6/30/2024

LOCATION: Interpretation/Translation Services –  
OCDE

LCAP PRIORITIES ADDRESSED: Basic Services

PROPOSED INTERPRETATION/TRANSLATION DATE: 10/13/2023 – 6/30/2024

LOCATION: Orange County Department of Education

GOAL(S) OCDE Language Services Unit will provide translation/Interpretation services for the Anaheim Union High School District

INTERPRETATION/TRANSLATION LANGUAGE:

ESTIMATED SERVICE COST: (# of Days x Rate) \$/hour/Translation/Interpretation  
(See attached)

TOTAL: \$20,000.00

For Client Use:

☒ PROPOSAL ACCEPTED

  
\_\_\_\_\_  
Authorized Signature

7/18/2023

\_\_\_\_\_  
Date



Orange County Department of Education  
Educational Services Division

## Interpreting/Translation Rate Sheet 2023-2024

In an effort to provide professional language solutions in most languages at an affordable cost, please refer to the following rates:

<b>Interpreting Services (spoken)</b>			
Request at least five (5) business days in advance.			
Requests received within two (2) business days notice will not be guaranteed.			
Languages	Consecutive (Per hour)	Simultaneous (per hour)	Half Day (3 hours) *
Tier 1 Languages: Spanish	\$120.00	\$160.00	\$410.00*
Tier 2 Languages: Vietnamese, Chinese, Korean, and other common languages	\$160.00	\$220.00	\$600.00*
Tier 3 Languages (less common): Farsi, Russian, Italian, French, Turkish, Somali, and more	\$220.00	\$260.00	\$800.00*
ASL (interpreters work in pairs)	\$160.00		\$400.00*
Over the Phone Interpreting (OPI)	\$2.50 (per min)		
Video Remote Interpreting (VRI)	\$3.50 (per min)		
<b>Translation Services (written). Request at least two weeks in advance.</b>			
Tier 1 Language: Spanish		\$0.30	Per Word
Tier 2 Languages (common): Vietnamese, Chinese, Korean, and more		\$0.35	Per Word
Tier 3 Languages (less common): Ukrainian, French, Turkish, Russian, Farsi, Somali, and more		\$0.39	Per Word
Minimum Translation Project		\$150.00	
Desktop Publishing Rate		\$110.00	Per Hour
Revision/Format Rate		\$40.00	Per Hour
Voice to Text Transcripts (Spanish-English)		\$16.00	Per Minute
Rush Fee		\$150.00	Per Project
Closed Captioning, Dubbing, Transcripts			Quote by Project
Interpreting Equipment Transmitter		\$150.00	Per Unit
Interpreting Equipment Receivers (minimum 20)		\$10.00	Per Unit

### Minimum Fee Policy

- Minimum 2-hour fee for simultaneous, consecutive and ASL interpreting.
- Be advised that board meetings, conference meetings, and other specialized meetings might require two interpreters.
- Minimum 10-minute fee for over the phone services (OPI).

\*Minimum 3-hour fee for half day, **simultaneous only**.

**Prices may vary:** Depending on the language, time frame, and interpreter/translator availability. Less common languages may incur additional mileage fee for in-person meetings due to long distance travel.

**Cancellation Policy:** All cancellations must be received within 48 hours of the scheduled appointment and must be in writing.

**Additional Charges:** Parking and entrance fees will be billed when applicable. Last minute requests within 24 hours will incur a \$30.00 fee.

**For service please contact the Language Services team at [language\\_services@ocde.us](mailto:language_services@ocde.us)**

Disclaimer: This price list is to be used as reference. These rates are based on time and general content. Prices might vary according to the job's requirements, location, content, availability of interpreters, and request time.

**ANAHEIM UNION HIGH SCHOOL DISTRICT**

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement ("Agreement") is made as of the 12th day of October, 2023, between the Anaheim Union High School District ("District") and Backhaus Dance ("Contractor") (each a party, collectively, "Parties").

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, the District is in need of such special services and advice; and

**WHEREAS**, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District outside the usual course of the District's business; and

**WHEREAS**, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.
2. **Term.** The term for services pursuant to this Agreement is from October 18, 2023 through May 17, 2024.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:
  - X   Signed Agreement
  - X   Insurance Certificate(s) and Endorsements (Section 10)
  - X   Criminal Background Investigation Certification(s) (Section 16)
  - X   W-9 Form
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of Three Thousand Dollars (\$3000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor.** Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.
6. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Standard of Care.** Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.
8. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
10. **Insurance.**
  - 10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
    - 10.1.1 General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.



10.1.2 Is this Contractor interacting with students? Yes ☒ No ☐ For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

- 10.2 **Other Insurance Provisions.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:

- 10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.
- 10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

11. **Compliance With Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
13. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
16. **Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such

time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
18. **Termination.** The 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 Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
19. **Limitation of District Liability.** The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
20. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District**

Anaheim Union High School District  
Attn: Dr. Jaron Fried  
Copy: Dr. Roxanna Hernandez  
501 N. Crescent Way  
Anaheim, CA 92801  
Phone: 714-999-3579  
Email: hernandez\_r@auhsd.us

**Contractor**

Backhaus Dance  
Attn: Jennifer Backhaus  
P.O. Box 5890  
Orange, CA 92863  
Phone: (949) 751-7874  
Email: jenny@backhausdance.org  
copy: nancy@backhausdance.org

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
23. **Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Anaheim Union High School District**

Date: 10-13-23

By: \_\_\_\_\_

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

**Backhaus Dance**

Date: 9/12/2023



By: \_\_\_\_\_

Print Name: Jennifer Backhaus

Title: Contractor Artistic Director, Backhaus Dance

## **EXHIBIT A**

**Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:**

Backhausdance, formed in 2003 as a non-profit organization by Jennifer Backhaus, award-winning choreographer and Chapman University dance faculty member, is Orange County's premier, professional, contemporary dance company. The Dance for Kindness residency program is an innovative collaboration which focuses on the intentional combination of the state arts education standards and the competencies of social emotional learning.

Backhausdance will provide teaching artists to work with Anaheim High School dance students in a series of 18 workshops and 2 school wide assemblies. Services will be provided October 18, 2023, through May 17, 2024.

While the overall cost of this program is \$5,000, Backhausdance has secured a \$2,000 grant from the Orange County Community Foundation, thereby reducing the District cost to \$3,000.

**ANAHEIM UNION HIGH SCHOOL DISTRICT****INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement ("Agreement") is made as of the 12<sup>th</sup> day of October, 2023, between the Anaheim Union High School District ("District") and The DBQ Company ("Contractor") (each a party, collectively, "Parties").

**WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, the District is in need of such special services and advice; and

**WHEREAS**, the Contractor warrants that it is specially trained and experienced and competent to perform the special services required by the District outside the usual course of the District's business; and

**WHEREAS**, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.
2. **Term.** The term for services pursuant to this Agreement is from October 1, 2023 through October 1, 2026.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:
  - X Signed Agreement
  - X Insurance Certificate(s) and Endorsements (Section 10)
  - X Criminal Background Investigation Certification(s) (Section 16)
  - X W-9 Form
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of \$105,000 and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.
5. **Independent Contractor.** Contractor is customarily engaged in an independently

established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Standard of Care.** Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.
8. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
10. **Insurance.**
  - 10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
    - 10.1.1 General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.



10.1.2 Is this Contractor interacting with students? Yes ☐ No ☒ For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for contractors or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

**10.2 Other Insurance Provisions.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:

- 10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.
- 10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.

10.2.5 All policies shall be written on an occurrence form.

10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

11. **Compliance With Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
13. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
16. **Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal

records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
18. **Termination.** The 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 Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
19. **Limitation of District Liability.** The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
20. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District**

Anaheim Union High School  
District Attn: Dr. Jaron Fried  
Copy: Dr. Roxanna Hernandez  
501 N. Crescent Way  
Anaheim, CA 92801  
Phone:  
Email:

**Contractor**

The DBQ Company  
Attn: Amy Chubner  
1234 Sherman Avenue, Suite  
100 Evanston, IL 60202  
Phone 847-475-4007  
Email: amy@dbqproject.com

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
23. **Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

- 24. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 26. Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Anaheim Union High School District**

Date: 10-13-23

By: \_\_\_\_\_

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

**The DBQ Company**

Date: 9/14/2023

By: Amy Chubner

Print Name: Amy Chubner

Title: Operations Director

## **EXHIBIT A**

**Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:**

Contractor shall:

The DBQ Project was founded in 2000 to support teachers and students in learning to read smart, think straight, and write more clearly. As teachers, we believe all students can develop high-level critical thinking skills if they have consistent instruction and a chance to practice. We also believe that when we provide teachers with materials that blend educational best practices and content-specific questions, we promote and support transformational change in our schools. The DBQ Project 6-Step Method underpins the design of all our DBQs and Mini-Qs. Each step builds on students' curiosity and increases motivation and confidence to answer a compelling, authentic question.

Our professional development workshops help districts provide the sustained support teachers need to help their students be successful. The DBQ Project is committed to helping teachers accelerate their students at a pace everyone can understand. Students need strong reading and communication skills to succeed personally, in school, and at work. 21st century teachers need information and support to boost critical thinking skills and close racial and socio-economic gaps in student achievement.

Access to DBQ Online will be available to teachers, students and administrators in 20 schools within the Anaheim Union High School District for the 2023-24, 2024-25 and 2025-2026 SYs.

**The DBQ Company**

1234 Sherman Ave, Ste. 100  
Evanston, IL 60202

**Quote**

Date	Estimate #
9/13/2023	2023-09-41

Name / Address
Anaheim Union HS District 501 Crescent Way Anaheim, CA 92803-3520 Attn: Reuben Patino

**NOTE: A license is school specific and cannot be shared with other schools.**

Description	Schools	Cost	Total
DBQ Online Subscription (2023-2024 SY) Full Library for 20 Schools \$35,000 Total for 1 Year  ***Includes 1 full day of professional development at no additional cost***  USE TAX SHOULD BE SELF ASSESSED AND PAID BY YOUR SCHOOL DISTRICT AS IS APPROPRIATE IN YOUR COUNTY	1	35,000.00	35,000.00
		0.00	0.00

**\*Add print binder(s) to online orders for \$200 per binder. One discounted binder per one online binder license.**

**Total** \$35,000.00

Tel: 847-475-4007 BOT Page 9

FEIN 75-3178904

**The DBQ Company**

1234 Sherman Ave, Ste. 100  
Evanston, IL 60202

**Quote**

Date	Estimate #
9/13/2023	2023-09-42

Name / Address
Anaheim Union HS District 501 Crescent Way Anaheim, CA 92803-3520 Attn: Reuben Patino

**NOTE: A license is school specific and cannot be shared with other schools.**

Description	Schools	Cost	Total
DBQ Online Subscription (2024-2025 SY) Full Library for 20 Schools \$35,000 Total for 1 Year	1	35,000.00	35,000.00
***Includes 1 full day of professional development at no additional cost***			
USE TAX SHOULD BE SELF ASSESSED AND PAID BY YOUR SCHOOL DISTRICT AS IS APPROPRIATE IN YOUR COUNTY		0.00	0.00

**\*Add print binder(s) to online orders for \$200 per binder. One discounted binder per one online binder license.**

**Total** 35,000.00



**The DBQ Company**

1234 Sherman Ave, Ste. 100  
Evanston, IL 60202

**Quote**

Date	Estimate #
9/13/2023	2023-09-43

Name / Address
Anaheim Union HS District 501 Crescent Way Anaheim, CA 92803-3520 Attn: Reuben Patino

**NOTE: A license is school specific and cannot be shared with other schools.**

Description	Schools	Cost	Total
DBQ Online Subscription (2025-2026 SY) Full Library for 20 Schools \$35,000 Total for 1 Year	1	35,000.00	35,000.00
***Includes 1 full day of professional development at no additional cost***			
USE TAX SHOULD BE SELF ASSESSED AND PAID BY YOUR SCHOOL DISTRICT AS IS APPROPRIATE IN YOUR COUNTY		0.00	0.00

**\*Add print binder(s) to online orders for \$200 per binder. One discounted binder per one online binder license.**

**Total** \$35,000.00

Tel: 847-475-4007  
FEIN 75-3178904

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement ("Agreement") is made as of the 12th day of October 2023, between the Anaheim Union High School District ("District") and **Heatherbrook Coaching, LLC.** & Servite High School (each a party, collectively, "Parties").

**WHEREAS** the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

**WHEREAS** the District needs such special services and advice; and

**WHEREAS** the Contractor warrants that it is specially trained experienced, and competent to perform the special services required by the district outside the usual course of the district's business; and

**WHEREAS** the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to the district's satisfaction, and in accordance with this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and the language set forth in Exhibit A, the terms of the body of the Agreement shall govern. The contractor will provide the Services to the District during the Term.
2. **Term.** The term for services pursuant to this Agreement is from October 13, 2023 through May 31, 2024.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the district has approved the following:
  - ☒ Signed Agreement
  - ☒ Insurance Certificate(s) and Endorsements (Section 10)
  - ☒ Criminal Background Investigation Certification(s) (Section 16)
  - ☒ W-9 Form
4. **Compensation.** The district agrees to pay the Contractor for Services satisfactorily rendered pursuant to this **Agreement a total fee at \$5,800 from October 13, 2023 through May 31, 2024** and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the district receives an invoice from the Contractor for Services completed.

5. **Independent Contractor.** The contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. The contractor understands and agrees that the Contractor and all of the Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the district, and are not entitled to benefits of any kind or nature normally provided to employees of the district and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. The contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to the Contractor's employees.
6. **Materials.** The contractor shall furnish, at the Contractor's own expense, all labor, materials, equipment, supplies, and other items necessary to complete the Services to be provided pursuant to this Agreement.
7. **Standard of Care.** The contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of the Contractor's profession for services to California school districts. The district will not control or direct the performance of the work under the Agreement or in fact.
8. **Audit.** The contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of the Contractor transacted under this Agreement. The contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The district shall have the right to accept or reject any legal representation that the Contractor proposes to defend the indemnified parties.
10. **Insurance.**
  - 10.1 The Contractor shall procure and always maintain it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
    - 10.1.1 General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be



twice the required occurrence limit.

10.1.2 Is this Contractor interacting with students? **Yes** ☐ **No** **xxxx** ☐ For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in the Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, the Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

10.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If the Contractor has no employees, it may certify or warrant to the district that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

10.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on the ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Contractor is transporting one or more non-employee passengers in the performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, and personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the district.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for contractors or consultants providing services that are not relied upon by District departments for decision-making. These would include trainers or instructors, expert witnesses, statisticians, etc.

- 10.2 Other Insurance Provisions.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the district and approved by the district. The Certificates and insurance policies shall include the following:

10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the district, stating the date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after the date of mailing notice."

10.2.2 An endorsement stating that the district and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the district.

10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the district, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and the Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the district.

10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the district.



10.2.5 All policies shall be written on an occurrence form.

10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

10.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the district.

- 11. Compliance With Laws, Rules, and Regulations.** The contractor shall observe and comply with all rules and regulations of the district and all federal, state, and local laws, ordinances, and regulations. The contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on the conduct of the Services as indicated or specified. If the Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinances, rules, or regulations, the Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If the Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the district of the violation, the Contractor shall bear all costs arising therefrom.
- 12. Permits/Licenses.** The contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. Safety and Security.** The contractor is responsible for maintaining safety in the performance of this Agreement. The contractor shall be responsible for ascertaining from the district the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are being performed pursuant to this Agreement.
- 15. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require compliance by all its subcontractor(s).
- 16. Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? **Yes** ☒ **No** ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the district's approved

criminal records certification form, that neither it nor any of its identified employees have been convicted of a felony, as defined in Education Code section 45122.1.

- 17. Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
- 18. Termination.** The 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 the Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
- 19. Limitation of District Liability.** The district's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall the district be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 20. Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received while performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 21. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered, or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District**

Anaheim Union High School District  
Attn: [REDACTED] Dr. Jaron Fried  
Copy: Dr. Roxanna Hernandez  
501 N. Crescent Way  
Anaheim, CA 92801  
Phone: 714-999-3567

**Contractor**

Name: Heatherbrook Coaching  
Attn: Molly O'Brien Yen  
Street Address: 1420 NW 15<sup>th</sup> St.  
City State Zip: Oklahoma City, OK 73106  
Phone: 469-286-8960  
Email: obrienmolly92@gmail.com

Any notice sent by overnight delivery service shall be effective the business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 22. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 23. Governing Law.** This Agreement shall be governed by, and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.



24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
25. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Anaheim Union High School District**

Date: 10-13-23

By: \_\_\_\_\_

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

**[Name of Contractor]**

Date: 9/12/2023

By Heatherbrook Coaching

LLC

Print Name: Molly O'Brien Yen

Title: Consultant

**CONTINUE TO THE NEXT PAGE**



## **EXHIBIT A**

**Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:**

Contractor shall:

Coaching Services & Costs

Goal: Serve and support teachers in growth, increase creativity, confidence, and effectiveness in the classroom.

Details:

- Unlimited number of workshops on professional development/teacher support
- Attendance required by new teachers and those on Performance Improvement Plans
- Workshops must be at least 1 hour.
- Sessions are 100% virtual.
- All participants must be able to use Zoom or Google Meet
- Max number of attendees is 15.
- All attendees receive follow-up 1-1 coaching.
  - Attendees can take advantage of up to (3) 45-minute coaching sessions post workshops.
- 1-1 Staff/leadership coaching upon request
- Email support
- October 13, 2023 thru May 31, 2024
- Tentative: Workshop schedules

**NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL  
RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall **not** permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

.....  
**CERTIFICATION BY CONTRACTOR**

To the Board of Trustees of the Anaheim Union High School District:

**I, Molly O'Brien Yen**  
Name of Individual

**Consultant**  
Title

**Heatherbrook Coaching, LLC**  
Name of Contractor

and I am authorized to carry out this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the district outside of the immediate supervision and control of the student's parent or guardian or District employee.
3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the district:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the district have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Anaheim, California on 9/12/23  
Date

Molly O'Brien Yen  
Signature

Molly O'Brien Yen  
Typed or Printed Name

Consultant  
Title

Heatherbrook Coaching  
Name of Contractor

1420 NW 15<sup>th</sup> St., Oklahoma City, OK 73106  
Address

469-286-8960  
Telephone Number

**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
**COMMUNITY SCHOOLS SERVICE PROVIDER AGREEMENT**

This Community Schools Service Provider Agreement ("Agreement") is made as of the 12<sup>th</sup> day of September, 2023, between the Anaheim Union High School District ("District") and Girls Incorporated of Orange County ("Provider") (each a party, collectively, "Parties") as follows:

- 1. Purpose.** For 70 years, Girls Inc. of Orange County has provided holistic, research-based, evidence-informed programming to students in Orange County broadly and in Anaheim particularly. Our programs are data-driven and all participants are surveyed to ensure established learning objectives are met. With each program, Girls Inc. provides schools with: a highly-qualified, trained educator; cutting-edge programs that infuse Social Emotional Learning (SEL)-content into areas such as STEM, literacy, and life-skills. Girls Inc. of Orange County has cutting edge programming that meets the needs of girl-identifying participants of various ages and backgrounds.
- 2. Term.** The term of this Agreement is from October 13, 2023 through August 30, 2024.
- 3. Provider Responsibilities.** Provider shall:

Implement the StrongHER Together, No Pressure, influenceHER, Skills to Pay the Bills, G3: Generation Giga Girls curricula, and any other curricula selected by District and schools, in an in-school and/or after-school setting. The programming will focus on the following themes:

1. Academic Enrichment & Support – Girls participate in program activities and experiences that expand upon and support their school-based learning and engagement, and provide the assistance and guidance that may not be present at home. Through this Academic Enrichment and Support program, girls improve their outlook and performance in school, specifically in the areas of early literacy skills and reading fluency (Measurables: GPA, attendance, survey results).
2. Life Skills Instruction – Girls participate in program activities and experiences that build the learning, skills, and behaviors that increase confidence and resilience, enabling them to set and achieve their goals and lead productive, independent, and fulfilling lives. With Life Skills Instruction, girls increase their social-emotional learning and improve their self and emotional control (Measurables: GPA, attendance, survey results).

The Provider will be the sole owner of Provider's materials, including without limitation, all materials developed for the support and implementation of the Provider's programming at District and their schools.

- 4. District Responsibilities.** As a result of this AGREEMENT:

- 1) District will support Provider with promoting and recruiting participants and supporting students and parents to complete signed registration forms for Provider.
- 2) Should District determine that Provider is not permitted to provide services on-campus/in- person, District will support Provider in delivering programming virtually/online. Provider will grant access for all participants to use Provider's Canvas and/or Zoom classrooms and District will support students in accessing stable WiFi

connectivity and in acquiring appropriate hardware (laptop, Chromebook, tablet, etc.) so that student participants are able to log on to Provider's Canvas portal to receive programming.

3) The District will prepare and furnish to the Provider upon request such information as is reasonably necessary to the performance of the Provider such as course syllabi, student GPA reports, student attendance reports, as well as all registration information.

4) All of District's middle and high school girl and girl-identifying students will be eligible to participate in the Provider's programming. Recruitment will take place two-three weeks before programming begins, however, students may join even after the official start of programming and at any point during the school year. Where programming takes place during the school day, an opt-out only recruitment strategy is encouraged. Regardless of program implementation and recruitment strategies, all participating students must submit the appropriate registration forms, digital citizenship agreements (where applicable), etc. to participate.

5) The District acknowledges that the Provider will need to schedule in-service development days for educators quarterly, and therefore, may not be able to provide 4-6 days of programming over the course of an academic year.

6) The District will provide an adequate space to host in-school/after school programming.

- 5. Submittal of Documents.** The Provider shall not commence the Services under this Agreement until the Provider has submitted and the District has approved the following:

☒ Signed Agreement  
☒ Applicable Insurance Certificate(s) and Endorsements (Section 12)  
☒ Applicable Criminal Background Investigation Certification(s) (Section 18)

- 6. Compensation.** The following sites will pay \$10,000 per school for Girls Inc. of Orange County services, totaling \$20,000: (1) Sycamore JHS and (2) Anaheim HS.

Provider agrees to provide In-Kind services to 5 schools worth \$50,000. The following sites will receive in-kind services: (1) Ball JHS, (2) Dale JHS, (3) Orangeview JHS, (4) South JHS, and (5) Anaheim ILC/Western ILC.

- 7. Independent Contractor.** Provider is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Provider understands and agrees that Provider and all of Provider's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Provider's employees.

- 8. Materials.** Provider shall furnish, at Provider's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

- 9. Standard of Care.** Provider's Services will be performed in accordance with generally and currently accepted principles and practices of Provider's profession for services to the public. District will not control or direct performance of the work under the Agreement or in fact.
- 10. Audit.** Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
- 11. Indemnification.** To the furthest extent permitted by California law, Provider shall, at Provider's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Provider in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Provider proposes to defend the indemnified parties.
- 12. Insurance.**
- 12.1 The Provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
- 12.1.1 General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.
- 12.1.2 Is this Provider interacting with students? Yes ☐ No ☒ For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Provider must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- 12.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability

with \$250,000 limits covering all persons including volunteers providing services on behalf of the Provider and all risks to such persons under this contract.

If Provider has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.

- 12.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Provider owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the Provider is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

- 12.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits OR

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits OR

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the District

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

The coverage described above is not required for Providers or consultants providing services which are not relied upon by District departments for decision making. These would include trainers or instructors, expert witnesses, statisticians, etc.

- 12.2 Other Insurance Provisions. The Provider shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:
- 12.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 12.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Provider's insurance policies shall be primary to any insurance or self-insurance maintained by District.
  - 12.2.3 Waiver of Subrogation. The Provider shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, Providers and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Provider and Provider's employees or agents from waiving the right of subrogation prior to a loss or claim. The Provider hereby waives all rights of subrogation against the District.
  - 12.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.
  - 12.2.5 All policies shall be written on an occurrence form.
  - 12.2.6 The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 12.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
13. **Compliance With Laws, Rules, and Regulations.** Provider shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Provider observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended



in writing, or this Agreement shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Provider shall bear all costs arising therefrom.

- 14. Permits/Licenses.** Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 15. Safety and Security.** Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 16. Employment With Another Public Agency.** Provider, if an employee of another public agency, agrees that Provider 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.
- 17. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735.
- 18. Fingerprinting of Employees.** Is Provider interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Provider shall not permit any employee to interact with District students until such time as the Provider has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.
- 19. Assignment/Subcontract.** The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.
- 20. Termination.** The 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 Provider. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
- 21. Limitation of District Liability.** Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

- 22. Confidentiality.** The Provider and all Provider's agents, personnel, employee(s), and/or contractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 23. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District**

Anaheim Union High School  
District Attn: (Dr. Jaron Fried)  
Copy: (Carlos Hernandez)  
501 N. Crescent Way  
Anaheim, CA 92801  
Phone: 714-999-3576  
Email: hernandez\_c@auhsd.us

**Provider**

Girls Inc. of Orange County  
Attn: Emerald Archer, CPO  
1801 E. Edinger Ave, Suite 255A  
Santa Ana, CA 92705  
Phone: (714) 330-6976  
Email: earcher@girlsinc-oc.org

Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 24. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 25. Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.
- 26. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 27. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 28. Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**Anaheim Union High School District**

Date: 10-13-23

By: \_\_\_\_\_

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

**Girls Inc. of Orange County**

Date: 9-12-2023

By:  \_\_\_\_\_

Print Name: Emerald Archer

Title: Chief Program Officer

ANAHEIM UNION HIGH SCHOOL DISTRICT  
501 Crescent Way – P.O. Box 3520  
Anaheim, CA 92803-3520

**INDEPENDENT CONTRACTOR AGREEMENT AMENDMENT**

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

13 <sup>th</sup>	day of	October	2023
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in reference to the Independent Contractor Agreement by and between

Reveille, Inc.

Independent Contractor, hereinafter referred to as “Contractor” and the Anaheim Union High School District, hereinafter referred to as “District” dated and Board approved:

February 16, 2023

and amends said Independent Contractor Agreement as follows:

The Board of Trustees is requested to amend the Independent Contractor Agreement with the Contractor. The original agreement was at a cost not to exceed \$115,000, for services provided February 16, 2023, through December 31, 2023, to create a branding and marketing plan for the AIME program, as well as to develop a new website and revised marketing materials for the program.

The District would like to add additional services to the agreement and extend the agreement to June 30, 2024. The additional services include implementing a brand rollout plan, development of graphics and video reels for social media, an email campaign, social media content development, and social media community engagement.

An additional \$50,000 is requested to provide the additional services, as well as an amendment to the dates of service. The new amount is not to exceed \$165,000. Services will be provided February 16, 2023 through June 30, 2024.

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

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed:

<b>INDEPENDENT CONTRACTOR:</b>	<b>DISTRICT:</b>
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Typed Name of Contractor (same as page 1):

Reveille, Inc.	Anaheim Union High School District
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Typed Name/Title of Authorized Signatory:

Typed Name of Assistant Superintendent:

Brenda Springer	Dr. Jaron Fried
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Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

150 Paularino Ave., Bldg. B	501 Crescent Way, P.O. Box 3520
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City, State, Zip Code

City, State, Zip Code

Costa Mesa, CA 92626	Anaheim, CA 92803-3520
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Date:

Date:

September 7, 2023	10-13-23
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Telephone Number:


E-mail Address:

714-261-3319	brenda@reveilleinc.com
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*If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.*

**PRINCIPAL/DISTRICT ADMINISTRATOR:**

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

Signature: 	Date: 9/12/23
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AGREEMENT NUMBER: 10003806

ANAHEIM UNION HIGH SCHOOL DISTRICT  
STRONG WORKFORCE PROGRAM (SWP) K12 PATHWAY IMPROVEMENT GRANT (ROUND 5)  
OC PATHWAYS  
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of January, 2023, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the Rancho Santiago Community College District (RSCCD) was selected as the Fiscal Agent for the Strong Workforce Program (SWP) K12 Pathway Improvement grant (Round 5) by the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development to subcontract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region; and

WHEREAS, RSCCD has selected SUPERINTENDENT to serve as a subcontractor for the Strong Workforce Program (SWP) K12 Pathway Improvement grant; and

WHEREAS, SUPERINTENDENT is specially trained, experienced and competent to perform the services required by RSCCD and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

WHEREAS, the Strong Workforce Program (SWP) K12 Pathway Improvement grant requires SUPERINTENDENT to allocate a portion of the grant funds to LEA's throughout Orange County; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services required by SUPERINTENDENT and RSCCD and is agreeable to the rendering of such services according

1 to the terms and conditions hereinafter set forth.

2 NOW, THEREFORE, the Parties agree as follows:

3 **1.0 TERM.** The term of this AGREEMENT shall commence on January 1, 2023 and terminate on  
4 June 25, 2025, subject to earlier termination as set forth in this AGREEMENT, provided, however,  
5 DISTRICT shall be obligated to perform such duties as would normally extend beyond this term  
6 including, but not limited to, obligations with respect to indemnification, audits, reporting, and  
7 accounting.

8 **2.0 SCOPE OF WORK.**

9 A. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the  
10 following described work and DISTRICT hereby agrees to perform said work upon the terms and  
11 conditions hereinafter set forth. DISTRICT shall meet all of the contractual requirement listed herein  
12 and shall provide all labor, materials, supplies, and equipment necessary to fully perform all  
13 responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of Work,  
14 which is attached hereto and incorporated herein by this reference to this AGREEMENT.

15 **3.0 TOTAL COMPENSATION.**

16 A. The Maximum Payment Obligation of SUPERINTENDENT to DISTRICT under this  
17 AGREEMENT for the period of January 1, 2023 through June 25, 2025 is Three hundred ten thousand  
18 eight hundred and eight dollars and eighty-seven cents (\$310,808.87). Payment shall be based on  
19 seventy percent (70%) in advance and a final payment of thirty percent (30%). Payment shall not  
20 exceed the amount listed above.

21  
22 B. DISTRICT agrees to comply with all Strong Workforce Program (SWP) K12 Pathway  
23 Improvement grant requirements and is solely responsible for the appropriate expenditure of all  
24 Strong Workforce Program (SWP) K12 Pathway Improvement grant funds received and for any  
25 misappropriation or dis-allowment of grant funds. DISTRICT shall establish and maintain fiscal control

1 and accounting procedures as may be necessary to assure proper accounting for all funds under this  
2 AGREEMENT. Any work performed prior to approval of the SUPERINTENDENT will be rendered on a  
3 voluntary basis, and shall not be compensated unless and until funding is authorized. Any work  
4 performed prior to approval of the State of California will be rendered on a voluntary basis and shall  
5 not be compensated unless and until funding is authorized.

6 **4.0 BUDGET ALLOCATION.**

7 A. The K12 Strong Workforce (SWP) Program K12 Pathway Improvement grant funds shall be  
8 expended only for those purposes expressed in the Scope of Work, Exhibit A submitted by DISTRICT  
9 under Section 2.0 of this AGREEMENT. No monies from the Strong Workforce Program (SWP) K12  
10 Pathway Improvement grant shall be used to supplant state or local general fund money of any  
11 purpose. Strong Workforce Program (SWP) K12 Pathway Improvement grant funds shall be allocated  
12 for the term of the AGREEMENT pursuant to Exhibit "B", "Budget Form", which is attached hereto and  
13 incorporated herein by this reference to this AGREEMENT. DISTRICT shall return the completed  
14 Budget Form and invoice along with the signed AGREEMENT. As part of the budgeting process,  
15 DISTRICT agrees that a minimum of ten percent (10%) of funds will be reserved for appropriate  
16 expenditure of consortium activities. Once SUPERINTENDENT has approved DISTRICT's budget,  
17 DISTRICT must obtain prior written approval from SUPERINTENDENT for any budget revisions, where  
18 an adjustment of funds in a line item are different from the originally approved budget by more than  
19 ten percent (10%) and as long as the total dollar amount is not affected and the outcomes of the  
20 Agreement will not be materially affected.

22 B. If the DISTRICT wishes to make substantial changes to the Scope of Work, then a revised  
23 Scope of Work that describes the requested changes and their impact to the budget and outcomes  
24 must be submitted and approved by the SUPERINTENDENT in writing. Substantial changes are those  
25 that would represent a significant deviation from the approved scope of work and would lead to



different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

#### **5.0 PAYMENT AND INVOICING.**

A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay DISTRICT an advance payment of seventy (70%) and a final payment of thirty percent (30%), based on the maximum payment obligation identified in Paragraph 3.0 Total Compensation of this AGREEMENT for providing the services and activities hereunder identified in Exhibit A; provided, however, the total of such payments does not exceed DISTRICT's maximum obligation; and provided further, DISTRICT's costs shall be reimbursable pursuant to State and Federal Regulations. DISTRICT shall be responsible for all other expenses incurred in connection with the performance of this AGREEMENT. Payment to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of signed AGREEMENT, completed and approved Strong Workforce Program (SWP) K12 Pathway Improvement grant Budget Form and DISTRICT's invoice.

DISTRICT shall submit invoices for payment to:

Diane Campbell  
Email: dianecampbell@ocde.us  
Telephone: (714) 966-3532

B. For travel necessary to the performance of this AGREEMENT, DISTRICT's travel and other travel related expense reimbursement claims shall not exceed the travel policy and procedures of the State of California. Travel and other related travel expenses shall be limited to those necessary for the performance of this AGREEMENT. Travel outside of the State of California must be authorized in writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not permitted.

C. DISTRICT's billings shall be submitted on DISTRICT's Invoice in duplicate. DISTRICT shall submit SUPERINTENDENT'S Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway

1 Improvement grant, which is attached hereto as Exhibit "C" and incorporated herein by reference to  
2 this AGREEMENT. Timelines for the submittal of the Expenditure Report Form will be based on  
3 requirements set forth by RSCCD to SUPERINTENDENT.

4 D. All DISTRICT's Expenditure Report Forms submitted to SUPERINTENDENT shall be  
5 supported by source documentation including, but not limited to, ledgers, invoices, receipts, receiving  
6 records, and records of services provided.

7 E. Any payment made by SUPERINTENDENT to DISTRICT in excess of that of which DISTRICT  
8 is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and repaid by  
9 DISTRICT. In this regard, DISTRICT shall make repayment on any overpayment within thirty (30) days  
10 after the date SUPERINTENDENT requests the repayment in writing. Nothing in this AGREEMENT shall  
11 be construed as limiting the remedies of SUPERINTENDENT in the event that an overpayment has been  
12 made.

13 F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with  
14 any provision set forth in this AGREEMENT.

15 G. DISTRICT shall not claim reimbursement for services provided beyond the expiration  
16 and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

17 H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the  
18 availability of funds furnished by RSCCD. It is mutually agreed that if the current fiscal year covered  
19 under this AGREEMENT does not appropriate sufficient funds for this program, this AGREEMENT shall  
20 be of no further force and effect and shall be terminated. In this event, SUPERINTENDENT shall have  
21 no liability to pay any funds whatsoever to DISTRICT or to furnish any other considerations under this  
22 AGREEMENT and DISTRICT shall not be obligated to perform any provisions of this AGREEMENT. If  
23 funding for any fiscal year is reduced, or deleted for purposes of this program, the SUPERINTENDENT  
24 shall have the option to either terminate this AGREEMENT with no liability occurring to the  
25

1 SUPERINTENDENT or offer an amendment to DISTRICT to reflect the reduced amount.

2 SUPERINTENDENT shall give DISTRICT written notification of such termination. Notice shall be deemed  
3 served on the date of mailing.

4 **6.0 REPORTS.**

5 DISTRICT shall submit to SUPERINTENDENT reports as requested or required by SUPERINTENDENT  
6 and/or RSCCD concerning DISTRICT's activities as they affect the services hereunder. Reports shall be  
7 submitted in a timely manner. SUPERINTENDENT shall be specific to the information requested and  
8 allow DISTRICT thirty (30) calendar days to respond.

9 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

10 A. DISTRICT shall, throughout the term of this AGREEMENT, prepare, maintain and manage  
11 records appropriate to the services provided and in accordance with this AGREEMENT and all  
12 applicable requirements.

13 B. DISTRICT shall ensure appropriate financial records related to cost reporting,  
14 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

15 C. DISTRICT shall retain all financial records for a minimum of three (3) years after the  
16 completion of the activities for which the funds are used and until audit findings are resolved, or due  
17 to legal proceedings such as litigations and/or settlement of claims whichever is longer.

18 D. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) requests within  
19 forty-eight (48) hours of receipt of said request. DISTRICT shall provide SUPERINTENDENT with all  
20 information that is requested and provided by DISTRICT.

21 **8.0 INDEPENDENT CONTRACTOR.**

22 A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall  
23 be wholly responsible for the manner in which it performs the services required of it by the terms of  
24 this AGREEMENT.  
25

1 B. DISTRICT warrants that it has all necessary licenses required to perform the services  
2 required by the terms of this AGREEMENT.

3 C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants  
4 employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of  
5 employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of  
6 DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that  
7 he/she and all his/her employees shall not be considered officers, employees or agents of  
8 SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees  
9 of SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including,  
10 but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume  
11 full responsibility for payment of all federal, state and local taxes or contributions, including  
12 unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

13 D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents,  
14 consultants, or subcontractors as they relate to the services to be provided during the course and  
15 scope of their employment.

16 E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to  
17 any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any manner  
18 to be SUPERINTENDENT's employees.

19 **9.0 INDEMNIFICATION.**

20  
21 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its  
22 Governing Board, and their officers, agents, and employees from liability and claims of liability for  
23 bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any  
24 property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of  
25 employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during

1 the period of this AGREEMENT.

2 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the  
3 Orange County Board of Education and its officers, agents, and employees, from liability and claims of  
4 liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or  
5 damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or  
6 omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

7 C. DISTRICT agrees to indemnify, defend and save harmless the State of California, its  
8 officers, agents and employees from any and all claims and losses accruing or resulting to any and all  
9 contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing  
10 or supplying work services, materials, or supplies in connection with the performance of this  
11 AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or  
12 corporation who may be injured or damaged by DISTRICT in the performance of this AGREEMENT.

13 **10.0 COPYRIGHT.** SUPERINTENDENT and the State of California shall have a royalty-free,  
14 nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and  
15 work product (both tangible and intangible), if any, developed under this AGREEMENT including those  
16 materials covered by copyright.

17 **11.0 CONFIDENTIALITY.** SUPERINTENDENT and DISTRICT shall maintain the confidentiality of all  
18 records, including any hard copies, and/or electronic or computer based data, and/or audio and/or  
19 video recordings, in accordance with all applicable state and federal codes and regulations relating to  
20 privacy and confidentiality as they now exist or may hereafter be amended or changed. The  
21 confidentiality requirements under this paragraph shall survive the termination or expiration of this  
22 AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

23 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that DISTRICT may be affiliated with  
24 one or more organizations or professional practices located in DISTRICT's county. DISTRICT therefore  
25

1 warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity  
2 relating to conflict of interest. DISTRICT shall not knowingly undertake any act which unjustifiably  
3 results in any relative benefit to any organization or professional practice with which he/she is  
4 affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance  
5 of duties and obligations required by this AGREEMENT, when compared to the result such act has on  
6 any other organization or professional practice.

7 **13.0 EMPLOYEE ELIGIBILITY VERIFICATION.** DISTRICT warrants that it shall fully comply with all  
8 federal and state statutes and regulations regarding the employment of aliens and others and to  
9 ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet  
10 the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall  
11 obtain, from all employees, subcontractors and consultants performing work hereunder, all  
12 verification and other documentation of employment eligibility status required by federal or state  
13 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,  
14 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall  
15 retain all such documentation for all covered employees, subcontractors and consultants for the  
16 period prescribed by the law.

17 **14.0 DELEGATION AND ASSIGNMENT.** DISTRICT may not delegate its obligations hereunder, either  
18 in whole or in part, without the prior written consent of SUPERINTENDENT.

19 **15.0 INSPECTIONS AND AUDITS.** SUPERINTENDENT, RSCCD, the Bureau of State Audits, the State  
20 of California or any other appropriate state or federal oversight agency, or their authorized  
21 representatives, shall have the right to review and copy any books, documents, and records, and  
22 supporting documents including but not limited to, financial statements, general ledgers, relevant  
23 accounting systems of DISTRICT that are directly pertinent to this AGREEMENT, for the purpose of  
24 responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination  
25

1 during the term of this AGREEMENT. Such persons may at all reasonable times inspect or otherwise  
2 evaluate the services provided pursuant to this AGREEMENT, and the premises in which they are  
3 provided.

4 **16.0 ENTIRE AGREEMENT.**

5 A. This Agreement will be implemented in accordance with the conditions defined in the  
6 Strong Workforce Program (SWP) K12 Pathway Improvement grant, RFA Specifications and the Grant  
7 Agreement Legal Terms and Conditions (Education Code Part 54.5 Strong Workforce Program Section  
8 88827), as set forth and incorporated into this Agreement by reference. The Strong Workforce  
9 Program (SWP) K12 Pathway Improvement grant is subject to any additional restrictions, limitations,  
10 or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions,  
11 terms, or funding of this Agreement in any manner, SUPERINTENDENT may modify this Agreement  
12 through an amendment, as needed. DISTRICT agrees to expend all funds in accordance with all  
13 applicable federal, state and local laws and regulations.

14 B. DISTRICT shall comply with all laws, rules or regulations applicable to the services  
15 provided hereunder, as any may now exist or be hereafter amended or changed.

16 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, DISTRICT shall not engage in,  
17 nor permit any employee or agent to engage in discrimination in employment of person or provision  
18 of services or assistance, nor exclude any person from participation in, nor deny any person the  
19 benefits of, not subject any person to discrimination under any program or activity funded in whole or  
20 in part with the Strong Workforce Program (SWP) K12 Pathway Improvement grant funds on the  
21 grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital  
22 status, gender or sexual orientation. DISTRICT shall comply with Title II of the Americans with  
23 Disabilities Act, (42 U.S.C., (12101, et seq.) as it relates to public accommodations.

24 **18.0 TERMINATION.**

1           A.     Either party may terminate this AGREEMENT, without cause, upon thirty (30) days'  
2 written notice (Notice of Termination) given the other party. Upon receipt of notice of termination  
3 without cause, DISTRICT shall immediately cease performance under this AGREEMENT.

4           B.     Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right  
5 to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by DISTRICT  
6 in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any notice of default  
7 advice DISTRICT it also intends to terminate the AGREEMENT for cause. The notice of default from  
8 SUPERINTENDENT shall advise DISTRICT if SUPERINTENDENT intends to elect to terminate the  
9 AGREEMENT and in this event DISTRICT shall immediately cease performance and provision of  
10 services as of the date the notice of default is received or deemed received, whichever is earlier. In  
11 the event of termination, SUPERINTENDENT, may, but is not required, to take over the work and  
12 prosecute the same to completion by contract or otherwise. Also, in the event of termination for  
13 cause, DISTRICT shall be liable to the extent that the total cost for completion of the services required  
14 by this AGREEMENT exceeds the compensation stipulated in this AGREEMENT (provided that  
15 SUPERINTENDENT shall use reasonable efforts to mitigate damages), and SUPERINTENDENT expressly  
16 reserves the right to withhold any outstanding payments to DISTRICT for the purpose of set off or  
17 partial payment of the amounts owed SUPERINTENDENT as previously set forth in this AGREEMENT.

18       **19.0    TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a tobacco-  
19 free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles,  
20 and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to  
21 SUPERINTENDENT'S Policy 400-7. Failure to abide with conditions of this policy could result in the  
22 termination of this AGREEMENT.

23       **20.0    COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval  
24 of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure  
25



1 the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws,  
2 statutes, rules, regulations and local ordinances that are now or may in the future become applicable  
3 to the services performed under this AGREEMENT.

4 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of,  
5 or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be  
6 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from  
7 again constituting a violation of such term or condition.

8 **22.0 DEFAULT.** Failure by DISTRICT to perform and/or comply with any provision, covenant, or  
9 condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default  
10 SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this  
11 AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and  
12 may elect any of the following, if applicable:

13 A. Afford DISTRICT a time period of fifteen (15) days from the date the notice is mailed to cure  
14 the default, or to commence to cure the breach and diligently pursue to completion the cure of the  
15 breach within thirty (30) days of date notice is mailed; and/or

16 B. Discontinue payment and eligibility for payment to DISTRICT during the period in which  
17 DISTRICT is in breach, which payment may not be entitled to later recovery; and/or

18 C. Offset against any funds invoiced by DISTRICT but yet unpaid by SUPERINTENDENT those  
19 monies disallowed pursuant to the above offset authority; and/or

20 D. Withhold from any monies payable to DISTRICT sufficient funds to compensate  
21 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by  
22 or have been incurred by SUPERINTENDENT due to the default of DISTRICT in the performance of the  
23 services required by this AGREEMENT.  
24  
25

1 **23.0 NOTICES.** All notices, claims, correspondence, reports, and/or statements authorized or  
2 required by this AGREEMENT shall be addressed as follows:

3 SUPERINTENDENT: Orange County Superintendent of Schools  
4 200 Kalmus Drive  
5 P.O. Box 9050  
6 Costa Mesa, California 92628-9050  
7 Attn: Patricia McCaughey

8 DISTRICT: Anaheim Union High School District  
9 501 North Crescent Way  
10 Anaheim, California 92801  
11 Attn: \_\_\_\_\_

12 **24.0 SEVERABILITY.** If any term, condition or provision of this AGREEMENT or application thereof to  
13 any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or  
14 unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute,  
15 ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will  
16 nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any  
17 way.

18 **25.0 ALTERATION OF TERMS.** This AGREEMENT, together with any Exhibits attached hereto and  
19 incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT  
20 with respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT  
21 between the Parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT,  
22 whether written or verbal, shall be valid unless made in writing and formally executed and approved  
23 by SUPERINTENDENT and DISTRICT.

24 **26.0 AUTHORIZED SIGNATURES.** The individuals signing this AGREEMENT warrant that they are  
25 authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT  
on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty  
shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all  
appropriate legal and equitable remedies against the breaching party.

1 **27.0 GOVERNING LAW.** The terms and conditions of this AGREEMENT shall be governed by the  
2 laws of the State of California with venue in Orange County, California.

3 IN WITNESS WHEREOF, the Parties have executed this AGREEMENT, in the County of Orange,  
4 State of California.

5 DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

6 BY: \_\_\_\_\_

BY:  \_\_\_\_\_

7 Authorized Signature

Authorized Signature

8 PRINTED NAME: Dr. Jaron Fried

PRINTED NAME: Patricia McCaughey

9 TITLE: Assistant Superintendent, Ed. Division

TITLE: Administrator

10 DATE: 10-13-23

DATE: July 21, 2023

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## K12 SWP Initiative Opt-In (Round 5: 2023-2025)

Initiative Number	Initiative/Pathway Improvement Name	Brief Project Description	Opt-In Checkbox <small>Click on box to Opt-In</small>
1	Water & Energy	<p>Expand career awareness and exploration experiences for middle and high school students in the Energy, Environment and Utilities (EEU) sector.</p> <p>Activities will include:</p> <ul style="list-style-type: none"> <li>• Partnering with community colleges, industry, and intermediaries to provide career events, guest speakers, and industry field trips increasing student awareness of Green Careers.</li> <li>• Building workshops, events, lessons, units and modules to enhance Environmental Science, STEAM electives, etc.</li> </ul> <p>Increase the number of students exposed to EEU careers and programs of study. Long term goals include: 1) establishing EEU CTE pathways in Orange County; 2) addressing gaps in equity and access; and 3) aligning programs to postsecondary pathways.</p> <p>Create summer enrichment opportunities for incoming 9th grade and rising 10th grade students through the <a href="#">Roots of Success</a> program. Program benefits include:</p> <ul style="list-style-type: none"> <li>● Increasing early college credit participants.</li> <li>● Enhancing work-based learning experiences.</li> <li>● Cultivating middle and high school students' literacy in environmental science, mathematics, CTE pathways, and financial literacy.</li> <li>● Promoting high school CTE pathways and post-secondary education.</li> <li>● Advancing awareness of career opportunities within an environmentally-sustainable workforce.</li> </ul>	●
2	Cybersecurity	<p>Prepare students to obtain careers in cybersecurity by expanding course enrollment and pathway completion. Increase work-based learning opportunities, dual enrollment, and industry certifications.</p> <ul style="list-style-type: none"> <li>• Enhancing partnerships and regional collaboration between educators and businesses to create new and mutually beneficial networks to leverage resources, align efforts, and increase ICT work-based learning opportunities.</li> <li>• Partnering with community colleges and OC businesses to implement and sustain dual enrollment, cybersecurity course enrollment and pathway completion in cybersecurity.</li> <li>• Aligning K-12 learning outcomes with community college learning outcomes and ensuring they are based on regional and local business needs in ICT and cybersecurity.</li> <li>• Engaging employers, workforce, economic development organizations and labor organizations to identify up-to-date business trends, skills, most valuable certifications, and establish short and long term strategic work plans.</li> <li>• Enhance student participation in summer experiences and regional competitions such as <a href="#">CyberPatriot</a>.</li> </ul>	●



## K12 SWP Initiative Opt-In (Round 5: 2023-2025)

3	<b>Dual Enrollment &amp; Apprenticeships</b>	<p>Expand both innovative apprenticeships and more accessible dual enrollment opportunities for Orange County students. K12SWP funds will be used to:</p> <ul style="list-style-type: none"> <li>• Create an infrastructure to elevate apprenticeships as the preferred training/work-based learning experience for high school students in Orange County. Using labor market information and the K12 SWP Regional Plan, we will create a Regional Work-based Learning Hub for Orange County through robust partnerships with intermediaries and targeted businesses.</li> <li>• Provide equitable dual enrollment opportunities in Orange County with the creation of a Regional Dual Enrollment Hub that includes better access to all course offerings and streamlined processes for application and enrollment.</li> </ul> <p>Funding will additionally be used to leverage our regional partnerships, to address gaps in equity and access, enhance our existing programs with apprenticeships opportunities, and align our programs to our postsecondary pathways. These efforts will focus on growing the pipeline of students who participate in apprenticeships and dual enrollment courses.</p>	●
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District Name:	
Superintendent's Name:	
Superintendent's Signature:	



## SWP K12 Strong Workforce

## ROUND 5

## PROPOSED BUDGET

Grant Term: January 1, 2023 - June 30, 2025

Agency Name	Date
Anaheim Union High School District	1/25/23

	Cybersecurity	TOTAL
CATEGORY	Proposed Budget	
1000 Certificated Salaries	45,000.00	
2000 Classified Salaries		
3000 Benefits	10,616.04	
4000 Books & Supplies	205,192.83	
5000 Services and Other Operating Expenditures	50,000.00	
6000 Equipment		
<b>Total Budget</b>	<b>310,808.87</b>	<b>\$310,808.87</b>

Coordinator Name and Title	Email	Coordinator Signature
Scott Reindl, Coordinator, 21st Century Career Readiness	reindl_s@auhsd.us	<i>Scott Reindl</i>
Fiscal Services Name and Title	Email	Fiscal Services Signature
Joe Carmona, Controller	carmona_jo@auhsd.us	X <i>[Signature]</i>

**EXHIBIT C**

Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway  
Improvement grant

**PLACEHOLDER**

Agreement Number 10003936

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
MEMORANDUM OF UNDERSTANDING ("MOU")

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Superintendent of Schools, herein called the "Program Sponsor" and Anaheim Union High School District herein called the "District," who agrees to participate in the Orange County Superintendent of Schools Career Technical Education (CTE) Teacher Credentialing Program.

1. PROGRAM SPONSOR: BASIC RESPONSIBILITIES

The Program Sponsor agrees to:

- A. Provide credential services for Designated Subjects CTE Credential candidates
  - Review and advise on eligibility requirements.
  - Analyze application packet to confirm eligibility.
  - Recommend to the Commission on Teacher Credentialing (CTC) the approved candidate's application for a Preliminary Designated Subjects CTE Credential.
- B. Establish and maintain a partnership with the District
  - Distribute periodic commission and program information.
  - Convene the Institute for Leadership Development (ILD) advisory council a minimum of twice a year to further support collaboration among local Institutions of Higher Education (IHE's), District and all relevant stakeholders.
- C. Provide all program coursework and support
  - Provide CTC approved coursework facilitated by CTE experts delivered in an online environment.
  - Review and analyze data from course evaluations to inform program decisions.
  - Establish partnerships with IHE's and District to identify additional professional development opportunities and support.
  - Provide professional development opportunities for district hired mentors.
- D. Adhere to the Commission on Teacher Credentialing mandates as they apply to educator preparation programs as defined by the 7-year accreditation reporting cycle.



## 2. DISTRICT: BASIC RESPONSIBILITIES

The District agrees to:

- A. Identify one (1) District contact person.
  - This individual will serve as the District representative to work collaboratively with the ILD Program Coordinator to support their candidate(s) enrollment in the Program Sponsor's CTE Teacher Credentialing Program.
  - This individual will participate in a program orientation to secure a current understanding of program requirements timelines and available resources.
  - This individual will sit on the ILD advisory council representing their Districts interest.
- B. Ensure candidates enroll in the next available CTE cohort following recommendation of preliminary credential.
- C. Provide a mentor to all enrolled CTE program candidates. These mentors will work with the Program Sponsor to give ongoing support to candidates. CTE mentor must meet minimum qualifications as outlined in Exhibit "A", "CTE Mentor Selection Guidelines, Roles and Responsibilities", which is attached hereto and incorporated by reference herein.

## 3. TERM AND TERMINATION

This agreement shall be effective from July 1, 2023 until June 30, 2024 and is renewable annually, by mutual written agreement. The MOU may be amended by mutual written consent of the parties and may be terminated by Program Sponsor upon thirty (30) days advance written notification.

## 4. PAYMENT

- A. District Not Paying Tuition:

If the District is not paying program costs for candidates going through the Program Sponsor's CTE Teacher Credentialing Program, the program tuition and all other costs will be the responsibility of the enrolled candidate.
- B. District Paying Tuition:

If the District agrees to pay program tuition for candidates going through the Program Sponsor's CTE Teacher Credentialing Program, fees are outlined in Exhibit "B", which is attached

hereto and incorporated by reference herein. Tuition will be invoiced on a quarterly basis at the time class registration closes.

- Program application fee will be collected from the candidate and is due at the time the candidate applies to the program.

## 5. INDEMNIFICATION

Both parties agree to defend, indemnify, save, and hold harmless each other from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the other party. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

## 6. INSURANCE

Both parties shall maintain such general liability, property damage, workers' compensation, and auto insurance, and any other insurance as may be necessary, as is required to protect Program Sponsor's and District interests as they may appear.

## 7. EMPLOYEE FINGERPRINTING

During the entire term of the MOU, both parties, including any/all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when either parties' employees and/or employees of subcontractors will have more than limited contact with Program Sponsor's candidates.

## 8. GOVERNING LAW/FORUM SELECTION

This MOU is made, entered into and executed in Orange County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Orange County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

9. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this MOU.

10. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and the MOU shall be read and enforced as though it were so inserted and included.

11. NO THIRD-PARTY OBLIGATIONS

The execution and delivery of this MOU shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

12. TOBACCO-FREE POLICY

In the interest of public health, Program Sponsor provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the Program Sponsor pursuant to Program Sponsor's Board Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this MOU.

13. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that they will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Orange County Board of Education's Alcohol and Drug-Free Workplace Policy 7240.

14. RECORD RETENTION AND INSPECTION

Both parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this MOU. All records shall be kept and maintained by District/Program Sponsor and made available to Program Sponsor/District during the entire term of this Contract and for a period not less than five (5) years.

## 15. NOTICES

All notices or demands to be given under this MOU by either Party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the Parties are as follows:

District:  
Anaheim Union High School  
District  
501 North Crescent Way  
Anaheim, California 92801  
Attn: Scott Reindl

Program Sponsor:  
Orange County Superintendent of  
Schools  
200 Kalmus Drive  
Costa Mesa, California 92626  
Attn: Patricia McCaughey

## 16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this MOU, District certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- B. Have not, within a three-year period preceding the execution of this MOU, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or MOU under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section B above, of this certification; and,

D. Have not, within a three-year period preceding the execution of this MOU, had one or more public transactions (Federal, State or Local) terminated for cause of default.

ORANGE COUNTY  
SUPERINTENDENT OF SCHOOLS

ANAHEIM UNION HIGH  
SCHOOL DISTRICT

By   
Patricia McCaughey  
Administrator

By \_\_\_\_\_

Date August 7, 2023

Date 10-13-23

## **Exhibit "A"**

### **CTE Mentor Selection Guidelines, Roles and Responsibilities**

#### **Selection Criteria**

- ☐ Certificated, have at least three years of successful teaching experience and verification of recent work experience in an education setting
- ☐ Hold a clear Designated Subjects CTE Credential

#### **District/ROP/Employer Responsibilities**

- ☐ Select Mentors per selection criteria
- ☐ Provide Program Sponsor with Mentor matches
- ☐ Supervision of Mentors and Candidates
- ☐ Support participation in professional development opportunities
- ☐ Attend Advisory meetings
- ☐ Ensure completion of [CTE Teach Mentor Certification](https://sites.google.com/cryop.org/cteteach/online-modules?authuser=0) (<https://sites.google.com/cryop.org/cteteach/online-modules?authuser=0>)

#### **Mentor Responsibilities**

- ☐ Complete [CTE Teach Mentor Certification](https://sites.google.com/cryop.org/cteteach/online-modules?authuser=0) (<https://sites.google.com/cryop.org/cteteach/online-modules?authuser=0>)
- ☐ Conduct classroom observations as outlined in the Mentor Handbook.
- ☐ Provide a minimum of 24 hours annually of ongoing feedback to candidates
- ☐ Provide required documentation to OCDE Program Staff
- ☐ Attend Advisory meetings and mentor collaboration meetings as necessary



## **"EXHIBIT B"**

### **ORANGE COUNTY DEPARTMENT OF EDUCATION CTE TEACHER CREDENTIALING PROGRAM FIRST-TIME CREDENTIAL CANDIDATES**

As an approved Program Sponsor, The Orange County Department of Education recommends candidates to the Commission on Teacher Credentialing (CTC) for the preliminary Career Technical Education (CTE) Credential. Within three years, First-Time Credential CTE candidates must successfully fulfill the following requirements to obtain the clear Designated Subjects (DS) CTE Credential:

- ✓ Complete the application process to be issued a preliminary credential
  - \$300.00 Application fee to OCDE - non-refundable
- ✓ Complete the free, self-paced, on-line Early Orientation course within 30 days of receiving the email instructions. Note: It is strongly recommended that any CTE candidate lacking appropriate computer hardware and software or basic computer skills (including the ability to utilize the Internet and email as well as download, print, and create PDF documents) should purchase the necessary equipment and complete a computer literacy course prior to applying for the CTE credential.
- ✓ Complete the required program coursework. All courses are offered online.
  - Cohort Cost of \$3,000.00 which includes
    - CTE 101 - Teacher Preparation Course
    - CTE 102 - Instructional Practices of CTE Course
    - EL 100 - English Language Learner Course
- ✓ Complete CPR (Infant, Child and Adult), Health for Educators, and U.S. Constitution requirements.
- ✓ Verify four terms/two years of successful teaching, from the date the preliminary credential is issued, in the industry sector listed on the credential. The experience must be a minimum of one course in each of the four terms, two of which must be with the same employing school district.
- ✓ Teachers with less than two years of successful teaching experience must complete the Advanced Teaching Methods and Strategies Course (CTE104) in order to qualify for the clear CTE credential.

**"EXHIBIT B" cont.**

**ORANGE COUNTY DEPARTMENT OF EDUCATION CTE TEACHER  
CREDENTIALING PROGRAM FIRST-TIME CREDENTIAL CANDIDATES**

As an approved Program Sponsor, The Orange County Department of Education recommends candidates to the Commission on Teacher Credentialing (CTC) for the preliminary Career Technical Education (CTE) Credential. Teachers holding a **clear** multiple subject, single subject or education specialist California teaching credential must have:

- At least one year of teaching experience while holding the original credential
- Two years of occupational experience in the specific industry sector for the CTE credential they wish to obtain (Work experience based on qualifications set by CTC, approved alternatives or substitutions will qualify)
- An authorization to teach English Learners \*

*\*If the original teaching credential does not include an authorization to teach English learners or if the individual does not hold a separate English learner authorization (i.e. Clear CLAD/BCLAD Certificate, Certificate of Completion of Staff Development) then the individual must complete the coursework for the English learner authorization in addition to the other credential requirements.*

- ✓ Must complete the application process to be issued a preliminary credential
  - \$300.00 Application fee to OCDE - Non-refundable

**Additionally**, within three years, candidates must successfully fulfill the following requirements to obtain the **clear** Designated Subjects (DS) CTE Credential:

- ✓ Complete the required coursework. All courses are offered online.
  - CTE 100 - Core Foundations Course - \$1200.00
- ✓ Complete CPR (Infant, Child and Adult), Health for Educators, and U.S. Constitution requirements.
- ✓ Verify one year of documented successful CTE teaching experience completed while holding a preliminary CTE credential.





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is hereby entered in to as of October 13, 2023 (“**Effective Date**”) by and between AltaMed Health Services Corporation (“**AltaMed**”) and the Anaheim Union High School District (“**Collaborator**”). Collaborator and AltaMed may each be referred to herein as a “Party,” or together, the “Parties.”

The intent of this MOU is to define the terms and conditions under which the Parties will cooperate with each other to extend and strengthen the collaborative relationship between them. Except as otherwise explicitly stated in this MOU, the terms of this MOU are legally binding.

1. **Term and Termination.** This MOU shall begin on the Effective Date and terminate June 30, 2026; provided, that either Party may terminate this MOU at any time for any reason upon at least ten days’ prior written notice.

2. **Scope of the Collaboration.** The general purpose of this MOU is to facilitate cooperation between the Parties with respect to the activities described in Exhibit A (“**Collaborative Activities**”). The Parties may at a future date formalize their cooperative relationship through one or more legally binding collaboration agreements. The Parties agree that the Collaborative Activities may be changed from time to time with the mutual written agreement.

3. **Implementation and Administrative Coordinators.** The Parties agree to appoint from each Party an overall Administrative Coordinator for the administration of this MOU and the Collaborative Activities.

4. **Standards.** Each Party represents that it has the qualifications, licenses, experience and ability to properly perform its obligations under this MOU. Each Party will perform its obligations in a professional manner in compliance with applicable standards, laws, rules and regulations of any federal, state, local or private accrediting or licensing organization whose approvals are either necessary to or sought by the other Party. Collaborator shall comply with AltaMed’s Business Code of Conduct and other requirements including, but not limited to, patient health and safety requirements.

5. **No Financial Obligations.** Except as otherwise set forth herein, each Party will be responsible for and bear all of its own costs and expenses incurred at any time in connection with the subject matter of this MOU.

6. **Medical/Dental Records.** All medical/dental records shall be provided by the parents directly to AltaMed and any and all medical/dental records and charts of such patients provided by the parents or generated by AltaMed in the course of providing the Services hereunder shall be and remain the property of AltaMed.

7. **Intellectual Property.** Any intellectual property developed through the Collaboration Activities of any contracts pertaining to fee for services rendered will be addressed on a case by case basis under separate agreements.

8. **No Referral Fees.** Nothing in this MOU or in any other written or oral agreement between the parties, nor any consideration offered or paid in connection with this MOU, contemplates or requires payment for the admission or referral of any patient to either party and is solely intended as fair and just compensation for services rendered as described in the MOU.

9. **Privacy and Security.** Both Parties shall comply with all federal and state laws governing the confidentiality, security and privacy of patient health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and implementing regulations. In addition, Collaborator shall comply with AltaMed's policies and procedures regarding patient privacy and confidentiality.

10. **Business Associate Agreement.** If applicable to the Collaborative Activities described herein, the Parties agree to abide by the terms and conditions listed in the Business Associate Agreement entered into between the parties as of the effective date of this MOU.

11. **Independent Contractors.** The relationship between the Parties is that of independent contractors. Neither Party is an agent or employee of the other. Neither Party shall have nor exercise any control or direction over the methods by which the other Party performs its obligations under this MOU. Further, nothing in this MOU is intended to create any partnership, joint venture, lease or equity relationship, expressly or by implication, between the Parties.

12. **Limitations on Authority.** Without the prior written consent of AltaMed, Collaborator shall not incur any financial obligation on behalf of AltaMed; obligate or commit any assets of AltaMed for the purchase, acquisition or pilot trial of equipment, supplies or personnel; enter into any contract on behalf of AltaMed; make any additions, alterations, improvements or repairs to any space, facilities or equipment furnished by AltaMed; or remove any equipment or supplies furnished by AltaMed.

13. **Exclusion from Federal Health Care Program.** Collaborator certifies to AltaMed that Collaborator and any of its employees or any entity in which Collaborator has a direct or indirect ownership interest are not now, nor have they ever been convicted of a criminal offense related to health care or excluded, debarred, or otherwise deemed ineligible for participation in a "Federal health care program" as defined at 42 U.S.C. 1320a-7b(f) (or any successor statute) or in any other governmental payment program. Collaborator shall immediately notify AltaMed upon Collaborator's receipt of any indication, whether or not official, that Collaborator may be excluded from any Federal health care program, as defined above, for any reason during this Agreement's term. The certification set forth in this Section shall be an ongoing representation and Collaborator shall notify AltaMed of any change in the status of this certification.

14. **Non-Discrimination.** Collaborator shall not differentiate or discriminate during the provision of the Services due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, disability, medical condition, medical history, citizenship, language, immigration status, genetics, evidence of insurability, ability to pay, claims history, or any other category not permitted under applicable state, federal or local law or regulation, or the rules and regulations of AltaMed with respect to such matters.

15. **No Other Rights.** Nothing contained in this MOU shall be construed as granting or implying any rights to any license under any patents or other intellectual property rights of one Party to the other, and except as explicitly set forth herein, no such license or other rights shall arise from this MOU or from any acts, statements, or dealings resulting from or related to the execution of this MOU or the performance of the obligations under this MOU.

16. **Confidentiality.** During the term of this MOU and for a period of two (2) years after the term of this MOU, each Party will neither disclose to a third party nor use for that Party's own benefit or the benefit of a third party any confidential or proprietary information shared with that Party during the term of this MOU. Each Party will be liable for any misuse, misappropriation, disclosure, or any other breach of this Section arising out of such Party's performance under this MOU. In the event that either Party is requested or becomes legally compelled to disclose any such information, said Party shall cooperate with the other Party and shall provide the other Party with written notice of such request or requirement so that the other Party may seek a protective order or other appropriate remedy.

17. **Publicity.** Collaborator shall not, without first obtaining the written consent of AltaMed, in any manner advertise or publish the fact that Collaborator has entered into a collaborative relationship with AltaMed or use any trademarks or trade names of AltaMed in Collaborator's advertising or promotional materials.

18. **Assignment.** No Party shall assign any of its rights or obligations hereunder without the prior written consent of the other Party.

19. **Insurance:** Both Parties shall provide at its sole cost and expense, coverage for Collaborative Activities connection with this MOU by maintaining in full force and effect programs of insurance and/or self-insurance equivalent to the following:

- a) Professional Liability coverage with limits of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000)
- b) General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million (\$3,000,000).
- c) Workers' Compensation coverage as required under state law.

Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the Parties, against other insurable risks relating to this MOU.

It is expressly understood that coverage required under this MOU shall not in any way limit the liability of either party. Both Parties, upon execution of this MOU, shall furnish certificates naming the opposing party as "Additional Insured" and evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Parties of any cancellation of the aforementioned coverage.

20. **Indemnification.**

a. AltaMed agrees to indemnify, defend, and hold harmless Collaborator, its directors, officers, agents and employees, from any claims, expenses, liabilities, or damages that Collaborator may incur arising out of or relating to (i) any material breach of AltaMed's covenants or other agreements under this MOU by any act, error, or omission of AltaMed or (ii) AltaMed's gross negligence in the performance of its duties hereunder.

b. Collaborator agrees to indemnify, defend, and hold harmless AltaMed its subsidiaries and each of their respective directors, officers, managers, employees, contractors, agents, representatives, assigns and attorneys, from any claims, expenses, liabilities, or damages that AltaMed may incur arising out of or relating to any breach of this MOU by any act, error, or omission of Collaborator or Collaborator negligence in the performance of its duties hereunder.

21. **Entire Agreement.** This MOU along with the exhibits constitutes the entire agreement of the Parties regarding the subject matter of this MOU. This MOU may only be amended or modified only by a written agreement signed by both parties.

22. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

23. **Notices.** Written notice required under this MOU shall be delivered personally or sent by overnight carrier or United States postage prepaid certified mail, return receipt requested and delivered or addressed to the Parties at the following addresses (or such address as may hereafter be designated by a Party by written notice thereof to the other Party):

AltaMed:

AltaMed Health Services Corporation  
Cástulo de la Rocha, President & CEO  
2040 Camfield Avenue  
Los Angeles, CA 90040

With a copy to:

AltaMed Health Services Corporation  
Seema Kamal, General Counsel  
2040 Camfield Avenue  
Los Angeles, CA 90040

Collaborator:

Anaheim Union High School District  
Attn: Jaron Fried, Ed.D.,  
Assist. Superintendent  
Anaheim, CA 92801

Written notice shall be deemed to have been duly given on the date of receipt if delivered personally; the day of delivery as indicated by the signature on the air bill (or copy thereof) if by overnight courier; or the day of delivery as indicated on the return receipt if delivered by mail.

24. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles.

25. **Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

26. **Authority To Sign.** This MOU has been duly executed and delivered by a duly authorized officers of Collaborator and AltaMed and constitutes a valid and binding obligation of the Parties, enforceable against the Parties in accordance with its terms.

**ALTAMED HEALTH  
SERVICES CORPORATION**

Signature: 

Printed Name: Jose V. Esparza

Title: EVP, Finance & CEO

Date: 8/19/2023

**COLLABORATOR**

Signature: \_\_\_\_\_

Printed Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Date: 10/13/23

## **EXHIBIT A**

### **COLLABORATIVE ACTIVITIES**

#### **AltaMed's Deliverables**

1. Provision of dental services through Teledentistry, Mobile Dental, or Outreach program which, based on dental care needs, may include dental exam, screening, or assessment, including diagnosis and treatment of oral health conditions.
  - a. Teledentistry: a system of care that involves community-based registered dental provider and dental assistants collaborating and providing services in any available and suitable indoor space at the school site that allows room for one to three portable dental chairs.
  - b. Mobile Dental Unit: (approximately 40 feet in length, 10 feet high, and 10 feet wide) involves dentists, registered dental hygienists, and dental assistants, providing preventative and restorative services.
  - c. Outreach: involves a team of educators and registered dental hygienists providing preventative dental services and education in the school or community setting. Services are primarily for children ages 0-5 and their families.
2. Education given to children, parents, and families to increase awareness of oral health diseases and self-management interventions.
  - a. Anticipatory guidance.
3. Referral into care as needed:
  - a. Development of protocols for provision of dental visits, in collaboration with Collaborator.
  - b. Based on clinical guidelines, referring patients to the dental provider of the patient's choice, including but not limited to AltaMed Health Services.

#### **Collaborator's Deliverables**

1. The Collaborator will make available to AltaMed an area designated for providing preventative and/or restorative services at Collaborator's premises. Mobile Unit requires a minimum of eight parking stall spaces.
2. Properly collect parental consent for eligible participants scheduled to receive covered services.
3. Advocate for the best opportunities that promote quality engagement through collaboration.

#### **Mutual Deliverables**

1. Events will be scheduled monthly and agreed upon by both parties.

**Instructional Materials Submitted for Display**  
**Thursday, October 12, 2023**  
**October 13, 2023-November 16, 2023**

<b>Curriculum</b>	<b>Basic/ Suppl.</b>	<b>Course Name (Number)</b>	<b>Grade</b>	<b>Title</b>	<b>Publisher</b>
Dual Enrollment	Basic	Human Communications COMM 100 (#ND5023)	9-12	<i>Essentials of Human Communications</i>	Pearson
Dual Enrollment	Basic	Culinary Fundamentals I (#TBD)	9-12	<i>The Professional Chef, 9E</i>	WILEY

**SCHEDULE A****STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030  
Regular School Year 2022-2023**

<b>STUDENT</b>	<b>DOB</b>	<b>GRADE</b>	<b>BOARD APPROVAL DATE</b>	<b>NONPUBLIC SCHOOL</b>	<b>TOTAL CONTRACT COST*</b>
2223 – 304	08/01/2010	7	10/12/2023	ROSSIER PARK	\$5,000



**SCHEDULE A**

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030  
Residential School Year 2023-2024**

<b>STUDENT</b>	<b>DOB</b>	<b>GRADE</b>	<b>BOARD APPROVAL DATE</b>	<b>RESIDENTIAL SCHOOL</b>	<b>TOTAL CONTRACT COST*</b>
2324 – 308	05/25/2008	10	10/12/2023	YOUTH CARE OF UTAH	\$260,000

## **SCHEDULE A**

### **STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030 Regular School Year 2023-2024**

<b>STUDENT</b>	<b>DOB</b>	<b>GRADE</b>	<b>BOARD APPROVAL DATE</b>	<b>NONPUBLIC SCHOOL</b>	<b>TOTAL CONTRACT COST*</b>
2324 – 233	12/30/2005	12	10/12/23	Rossier Park	\$70,000
2324 – 295	10/30/2006	11	10/12/23	Rossier Park	\$70,000
2324 – 304	08/01/2010	8	10/12/23	Rossier Park	\$70,000
2324 – 285	8/02/2010	8	10/12/23	Rossier Park	\$100,000
2324 – 302	03/24/2010	8	10/12/23	Rossier Park	\$70,000
2324 – 179	01/27/2004	12	10/12/23	Speech and Language Development Center	\$100,000
2324 – 226	8/23/2002	13	10/12/23	Speech and Language Development Center	\$125,000
2324 – 231	09/16/2002	13	10/12/23	Speech and Language Development Center	\$115,000
2324 – 240	3/04/2008	10	10/12/23	Speech and Language Development Center	\$125,000
2324 – 241	10/07/2006	12	10/12/23	Speech and Language Development Center	\$80,000
2324 – 291	07/21/2010	8	10/12/23	Speech and Language Development Center	\$80,000
2324 – 292	10/01/2009	8	10/12/23	Speech and Language Development Center	\$80,000

**Field Trip Report**

Board of Trustees

October 12, 2023

1. Katella High School: PUENTE (30 students-12 male, 18 female)  
 Adviser/Lead Chaperone: Lacie Mounger (female)  
 Chaperones: Michelle Duncan (female), Matt Majewski (male), and Bijan Kazerooni (male)

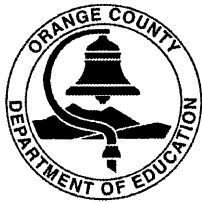
To: Northern California Universities  
 Dates: November 7, 2023 to November 9, 2023  
 Purpose: Touring the universities and meeting with representatives  
 Expenses: ASB/Club Fundraisers- meals, accommodations  
               Parent/Student- meal, accommodations  
               Site Funds- transportation, substitutes

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

2. Kennedy High School: Varsity Cheer (17 female students)  
 Adviser/Lead Chaperone: Madison Smith (female)  
 Chaperones: Brittany Hull (female), Heather Garza (female), and Kim Moreno (female)

To: Dallas, TX  
 Dates: January 19, 2024 to January 22, 2024  
 Purpose: To compete in the 2024 NCA High School Nationals  
 Expenses: Parent/Student- registration, meals, transportation, accommodations

Number of school days missed for this trip: 2  
 Number of school days missed previously: 0  
 Total number of days missed by this group: 2



**Williams Settlement Legislation  
Quarterly Report of Uniform Complaints  
2023-24**

**District:** Anaheim Union High School District

**District Contact:** Brad Jackson

**Title:** Assistant Superintendent, Human Resources

- |                                     |            |                               |                                       |
|-------------------------------------|------------|-------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | Quarter #1 | July 1 – September 30, 2023   | <b>Report due by October 31, 2023</b> |
| <input type="checkbox"/>            | Quarter #2 | October 1 – December 31, 2023 | <b>Report due by January 31, 2024</b> |
| <input type="checkbox"/>            | Quarter #3 | January 1 – March 31, 2024    | <b>Report due by April 30, 2024</b>   |
| <input type="checkbox"/>            | Quarter #4 | April 1 – June 30, 2024       | <b>Report due by July 31, 2024</b>    |

**Check the box that applies:**

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

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Michael B. Matsuda

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

**Please submit to:**

Orange County Department of Education  
P.O. Box 9050, Costa Mesa, CA 92628-9050  
Attention: Alicia Gonzalez, Sr. Administrative Assistant/R101

Phone: (714) 966-4336 Email: [aliciagonzalez@ocde.us](mailto:aliciagonzalez@ocde.us)



**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](http://www.ocde.us)

**AL MIJARES, Ph.D.**  
County Superintendent  
of Schools

**ORANGE COUNTY  
BOARD OF EDUCATION**

MARI BARKE

TIM SHAW

LISA SPARKS, Ph.D.

JORGE VALDES, Esq.

KEN L. WILLIAMS, D.O.

September 22, 2023

Michael B. Matsuda  
Superintendent  
Anaheim Union High School District  
501 Crescent Way  
Anaheim, CA 92803

Dear Mr. Matsuda:

Per Education Code Section 1240, County Superintendents are charged with the responsibility to conduct reviews of schools identified for Williams Settlement Legislation monitoring by the California Department of Education.

The enclosed annual report for fiscal year 2022-23 provides aggregate findings for Anaheim Union High School District in the areas of sufficiency of textbooks and instructional materials, maintenance of facilities, and accuracy of data reported on School Accountability Report Cards (SARC). Teacher Assignment Monitoring for fiscal year 2022-23 officially began on August 1, 2023. The California Commission on Teacher Credentialing will finalize monitoring results when the monitoring cycle officially closes in November 2023. After the results are made available in the California Statewide Assignment Accountability System (CalSAAS), OCDE will provide the data to districts in a quarterly report.

Please share this annual report at a public meeting with your Board during the month of November as required by the Williams Settlement Legislation. As required by Education Code Section 1240, it will also be shared with the Orange County Board of Education and the County of Orange Board of Supervisors.

Your dedicated efforts and those of your school board members, administrative staff, and school site staff demonstrate professional commitment to improving student achievement and well-being. I am proud to acknowledge your district's exemplary service to the students, families, and community members of Orange County.

Sincerely,

Ramon Miramontes, Ed.D.  
Deputy Superintendent

AM:ag

Enclosure

c: Roxanna Hernandez, Coordinator of Learning and Development



Orange County Department of Education  
Educational Services Division

**Williams Settlement Legislation  
Annual Report  
Anaheim Union High School District  
2022-23**

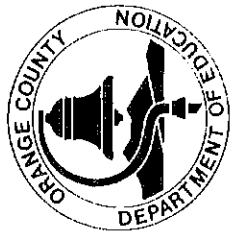
This report summarizes the results of schools identified for Williams Settlement Legislation monitoring by the California Department of Education.

**INSTRUCTIONAL MATERIALS**

Schools were reviewed to determine the sufficiency of textbooks and instructional materials.<sup>1</sup>

School	Review Date	Administrator Verification of Sufficiency Received	Textbook/Instructional Materials Insufficiencies	Subject	Grade	Room	Materials Needed	Correction Date
Ball Junior High	August 26, 2022	September 12, 2022	NONE					
Polaris High	August 25, 2022	September 12, 2022	NONE					
Savanna High	August 25, 2022	September 12, 2022	NONE					

<sup>1</sup>"Sufficient textbooks and instructional materials" means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health.



Orange County Department of Education  
Educational Services Division

**Williams Settlement Legislation  
Annual Report  
Anaheim Union High School District  
2022-23**

**FACILITIES**

Schools were reviewed to determine safety, cleanliness, and functionality of facilities. Any deficiencies were reported to school administrators for remediation.<sup>2</sup>

School	Review Date	Room/Area	Facility Conditions Identified
Ball Junior High	September 13, 2022	NONE	
Polaris High	September 14, 2022	NONE	
Savanna High	September 15, 2022	Throughout Campus	Tall cabinets not anchored to the wall
Savanna High	September 15, 2022	Room 28 - Computer Lab	Light switch sparks when turning off and on
Savanna High	September 15, 2022	Room 28 - Computer Lab	Multiple cords running across the entryway (trip hazard)
Savanna High	September 15, 2022	Room 54	6 full light fixtures not working



Orange County Department of Education  
Educational Services Division

**Williams Settlement Legislation  
Annual Report  
Anaheim Union High School District  
2022-23**

**SCHOOL ACCOUNTABILITY REPORT CARD (SARC)**

The SARCs published in 2022-23 were reviewed to determine the accuracy of 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 Condition Discrepancies
Ball Junior High	March 13, 2023	Yes	N/A	Yes	N/A
Polaris High	March 13, 2023	Yes	N/A	Yes	N/A
Savanna High	March 13, 2023	Yes	N/A	Yes	N/A

Respectfully submitted,

Nicole Savio Newfield  
Administrator, Student Achievement and Wellness

9/22/23

Date



# **INTERNSHIP PROGRAM MEMORANDUM OF UNDERSTANDING**

**1 July 2023 TO 30 June 2025**

by and between

**UNIVERSITY of**

**Redlands and**

**Anaheim Union High School DISTRICT**

**Multiple Subject Internship Credential**

**Single Subject Internship Credential**

**Education Specialist Internship Credential**

**Education Specialist: Mild Moderate Support Needs Internship Credential**

This agreement is entered into by and between **ANAHEIM UNION HIGH SCHOOL DISTRICT** (hereinafter called the “DISTRICT”), and the **UNIVERSITY OF REDLANDS** (hereinafter called the “UNIVERSITY”).

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school DISTRICT or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a UNIVERSITY of Redlands Supervisor and DISTRICT On-Site Teacher who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

## **A. General Provisions**

### **1. The UNIVERSITY agrees and verifies that:**

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs.
- ii. Intern candidates will not be deemed eligible for a teaching internship in the DISTRICT without a current negative TB test (skin test dated in the past two years or chest x-ray exam dated within the past five years) and any other required vaccinations, which will be kept on file with the UNIVERSITY.
- iii. In accordance with PC 11105.3, pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the DISTRICT with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is complete and received by the DISTRICT. The UNIVERSITY will assume the responsibility of fingerprint clearance before a request for placement shall be sent to the DISTRICT. The UNIVERSITY will confirm that a candidate is in good standing by verifying

fingerprint clearance through the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) upon admission to the program and at the start of each term. Subsequent arrest records received by the DISTRICT will be cause for a DISTRICT review of continued student suitability. The DISTRICT will be the sole determiner if it is deemed that the student will be removed from the fieldwork assignment.

- iv. Each Intern Teacher shall have completed the minimum number of pre-service hours of UNIVERSITY Credential Program course work, as required by the California Commission on Teacher Credentialing (CCTC) for issuance of the Intern Credential.
- v. Each Intern Teacher shall apply for the Internship Credential through the School of Education at the UNIVERSITY of Redlands upon successful completion of the School of Education Internship application process and verification of employment from the School DISTRICT.
- vi. It is not an employer of intern teachers under this agreement.

## **2. The DISTRICT agrees and verifies that:**

- i. The intern assumes full teaching responsibility for their classroom from the first day of the teaching assignment as a paid employee of the DISTRICT for at least **one academic year**, subject to the DISTRICT's personnel policies and State law(s).
- ii. The intern will attend department and DISTRICT faculty meetings and parent- teacher conferences when appropriate.
- iii. The intern is expected to attend all school and DISTRICT in-service training sessions whenever possible. The intern will also attend assigned DISTRICT and School orientations that occur prior to the start of the school. If there is a conflict between UNIVERSITY and DISTRICT training, UNIVERSITY meetings shall take priority during the Internship period.
- iv. The DISTRICT may discipline interns for workplace policy violation, including termination of the appointment, under the same fair process standards it uses for its employees. The DISTRICT agrees to inform UNIVERSITY of the grounds for any discipline.

## **B. Support and Supervision Requirements**

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

1. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
2. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. UNIVERSITY supervisors will conduct classroom observations a minimum of 18 times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
3. The DISTRICT shall select on-site support teachers (mentors) who meet the following qualifications:
  - (1) valid corresponding Clear or Life credential,
  - (2) three years successful teaching experience, and
  - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the DISTRICT must identify and individual who is does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

4. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The on-site support teacher's role is to provide support specifically addressing issues in the intern's classroom.
5. The UNIVERSITY shall provide orientation and training for the DISTRICT on- site support teachers and UNIVERSITY supervisors.

6. The UNIVERSITY Supervisor and on-site support teacher shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
7. The UNIVERSITY shall monitor the completion of UNIVERSITY and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns, supervisors and signed by the on-site support teacher.
8. The DISTRICT Mentor, on-site support teacher and site administrator shall participate in surveys that provide feedback to the UNIVERSITY regarding the internship experience.

**THE PARTIES ADDITIONALLY, MUTUALLY AGREE AS FOLLOWS:**

- A. To the furthest extent permitted by California law, UNIVERSITY shall, at UNIVERSITY'S sole expense, defend, indemnify, and hold harmless the DISTRICT and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the UNIVERSITY in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The DISTRICT shall have the right to accept or reject any legal representation that UNIVERSITY proposes to defend the indemnified parties.
- B. Each party shall maintain all insurance coverages (e.g., Workers' Compensation insurance) necessary to comply with federal, state, or local requirements. Additionally, the parties agree to maintain general liability insurance coverage, including sexual abuse and molestation coverage, in amounts not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) in the aggregate. Each party agrees to provide the other party, upon written request, with a certificate of insurance evidencing the required insurance coverage during the duration of this Agreement.
- C. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, UNIVERSITY must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- D. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the DISTRICT, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- E. An endorsement stating that the DISTRICT and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies

except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance.

- F. An endorsement shall also state that UNIVERSITY's insurance policies shall be primary to any insurance or self-insurance maintained by DISTRICT.
- G. Waiver of Subrogation. The UNIVERSITY shall require the carriers of required coverages to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the UNIVERSITY and UNIVERSITY's employees or agents from waiving the right of subrogation prior to a loss or claim. The UNIVERSITY hereby waives all rights of subrogation against the Facility.
- H. Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the DISTRICT.
- I. UNIVERSITY agrees that the DISTRICT is not to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf of any of UNIVERSITY's students while said students are on the premises of the DISTRICT performing any duty under the terms of this Agreement and UNIVERSITY agrees to indemnify, defend and hold the DISTRICT harmless with respect thereto as provided herein.
- J. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise, joint employer relationship, or partnership between the parties and neither party shall so hold itself out as anything other than an independent contractor. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- K. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

**FIELDWORK SITE CONTACT  
INFORMATION:**

ANAHEIM UNION HIGH SCHOOL  
DISTRICT  
501 N. Crescent Way  
Anaheim, CA 92801  
ATTN: Liliana Carrillo  
(714) 999-1512

**UNIVERSITY CONTACT INFORMATION:**

University of Redlands  
1200 E. Colton Ave.  
Redlands, CA 92373-0999  
ATTN: Office of Student Success  
909-748-8912  
Natalie O'Harra, Associate Director of Advising  
and Fieldwork Experiences  
909-748-8812

The term of the Agreement shall be from **1 July 2023 to 30 June 2025**.

## **ANAHEIM UNION HIGH SCHOOL DISTRICT**

**BY** \_\_\_\_\_ **Date** \_\_\_\_\_

Signator \_\_\_\_\_ Brad Jackson

Signator Title \_\_\_\_\_ Assistant Superintendent, Human Resources

## **UNIVERSITY OF REDLANDS**

**BY** \_\_\_\_\_ **Date** \_\_\_\_\_

Adrienne McCormick, Ph.D.  
Provost

## APPENDIX A

### Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating DISTRICTs and universities must adhere to the following requirements of state law or Commission policy.

- A. Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- B. Subject Matter Requirement.** Each multiple subjects, single subject and education specialist intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach. The intern has completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- C. Pre-Service Requirement.**
  - a. Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
  - b. Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
  - c. Each Education Specialist: Mild Moderate Support Needs Internship program includes a minimum of 200 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- D. Professional Development Plan.** The employing DISTRICT has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
  - a. Provisions for an annual evaluation of the intern.
  - b. A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.

- c. Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.
- d. Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.

**E. Supervision of Interns.**

- a. In all internship programs, the participating institutions shall provide supervision of all interns.
- b. The UNIVERSITY shall provide personnel to observe and evaluate academic performance. UNIVERSITY program supervisors provide supervision for academic purposes only.
- c. UNIVERSITY Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one DISTRICT support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.

**F. Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating DISTRICT(s). Reference: Education Code § 44458.

**G. Participating DISTRICTs.** Participating DISTRICTs are public school DISTRICTs or county offices of education. Submissions for approval must identify the specific DISTRICTs involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.

**H. Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five-year preliminary teaching credential. This option must be made available to interns who meet the following requirements:

- a. Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
  - Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
  - Techniques to address learning differences, including working with students with special needs
  - Techniques to address working with English learners to provide access to the curriculum
  - Reading instruction in accordance with state standards
  - Assessment of student progress based on the state content and performance standards



- Classroom management techniques
  - Methods of teaching the subject fields
- b. Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
  - c. Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential and Education Specialist candidates only).
  - d. Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- I. Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a DISTRICT intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- J. Non-Displacement of Certificated Employees.** The institution and participating DISTRICTs must certify that interns do not displace certificated employees in participating DISTRICTs.
- K. Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating DISTRICT(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- L. Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual, Cross cultural, Language and Academic Development (BCLAD) Certificate. Reference: Education Code Section 44325 (c).

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
MANAGEMENT**

**2022/2023 SALARY SCHEDULE**

Effective 7/1/22 - BOT Approved on 7/14/22 - Revised 10-12-23

**EXHIBIT EEE**

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
1		4,965.00	5,151.00	5,355.00	5,566.00	5,777.00	5,995.00	6,121.00	6,233.00	6,361.00	6,484.00	Monthly
2		5,099.00	5,283.00	5,489.00	5,697.00	5,910.00	6,128.00	6,254.00	6,366.00	6,494.00	6,618.00	Monthly
3		5,206.00	5,408.00	5,614.00	5,833.00	6,060.00	6,297.00	6,420.00	6,544.00	6,672.00	6,800.00	Monthly
4		5,338.00	5,539.00	5,747.00	5,964.00	6,195.00	6,431.00	6,550.00	6,677.00	6,803.00	6,934.00	Monthly
5	** FOOD PRODUCTION CENTER MANAGER	5,454.00	5,670.00	5,886.00	6,120.00	6,355.00	6,600.00	6,734.00	6,867.00	6,999.00	7,137.00	Monthly
6		5,430.00	5,642.00	5,861.00	6,093.00	6,332.00	6,575.00	6,707.00	6,839.00	6,974.00	7,112.00	Monthly
7	WAREHOUSE SUPERVISOR	5,694.00	5,913.00	6,144.00	6,395.00	6,641.00	6,898.00	7,036.00	7,174.00	7,314.00	7,456.00	Monthly
8	COMMUNITY SCHOOLS COORDINATOR	5,851.00	6,075.00	6,303.00	6,549.00	6,801.00	7,053.00	7,192.00	7,333.00	7,473.00	7,616.00	Monthly
9	GARAGE SUPERVISOR (Until 8/31/22)	5,968.00	6,204.00	6,449.00	6,700.00	6,966.00	7,233.00	7,376.00	7,523.00	7,670.00	7,821.00	Monthly
11		6,265.00	6,510.00	6,762.00	7,031.00	7,303.00	7,591.00	7,744.00	7,895.00	8,048.00	8,209.00	Monthly
12	COMMUNITY SCHOOLS MANAGER FAMILY & COMMUNITY ENGAGEMENT MANAGER LANGUAGE ASSESSMENT CENTER SUPERVISOR	6,418.00	6,669.00	6,929.00	7,204.00	7,485.00	7,779.00	7,935.00	8,091.00	8,249.00	8,412.00	Monthly
13	* DISTRICT & COMMUNITY USE MANAGER GARAGE SUPERVISOR (Effective 9/1/22) GRAPHIC PRODUCTION MANAGER	6,572.00	6,828.00	7,096.00	7,375.00	7,667.00	7,966.00	8,122.00	8,284.00	8,449.00	8,613.00	Monthly
14	CREDENTIALS ANALYST EMPLOYEE RELATIONS ANALYST FOOD SERVICES OPERATIONS SUPERVISOR HUMAN RESOURCES ANALYST	6,749.00	7,012.00	7,287.00	7,575.00	7,874.00	8,182.00	8,343.00	8,507.00	8,677.00	8,846.00	Monthly
15		6,927.00	7,196.00	7,479.00	7,775.00	8,082.00	8,396.00	8,562.00	8,732.00	8,904.00	9,078.00	Monthly
16		7,103.00	7,380.00	7,671.00	7,974.00	8,290.00	8,613.00	8,781.00	8,956.00	9,131.00	9,313.00	Monthly
17	TRANSPORTATION SUPERVISOR	7,291.00	7,579.00	7,878.00	8,187.00	8,510.00	8,846.00	9,020.00	9,198.00	9,379.00	9,564.00	Monthly
18	* EDUCATION TECHNOLOGY SUPERVISOR	7,482.00	7,779.00	8,085.00	8,402.00	8,737.00	9,078.00	9,260.00	9,441.00	9,626.00	9,816.00	Monthly

**ANAHEIM UNION HIGH SCHOOL DISTRICT  
MANAGEMENT**

**2022/2023 SALARY SCHEDULE**

Effective 7/1/22 - BOT Approved on 7/14/22 - Revised 10-12-23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
19		7,672.00	7,977.00	8,292.00	8,617.00	8,960.00	9,313.00	9,498.00	9,682.00	9,873.00	10,068.00	Monthly
20	OPERATIONS MANAGER PAYROLL MANAGER	7,807.00	8,118.00	8,440.00	8,776.00	9,126.00	9,489.00	9,677.00	9,869.00	10,062.00	10,264.00	Monthly
21	ACCOUNTING MANAGER BUDGET MANAGER OCCUPATIONAL THERAPIST PROJECT MANAGER - FACILITIES & PLANNING	7,942.00	8,260.00	8,590.00	8,931.00	9,291.00	9,663.00	9,856.00	10,054.00	10,255.00	10,459.00	Monthly
22	ENERGY MANAGER *MAINTENANCE MANAGER	8082.00	8406.00	8742.00	9088.00	9454.00	9832.00	10029.00	10231.00	10435.00	10643.00	Monthly
24		8,361.00	8,696.00	9,043.00	9,405.00	9,780.00	10,173.00	10,377.00	10,584.00	10,797.00	11,011.00	Monthly
25	*ASSISTANT DIRECTOR - FOOD SERVICES	8,508.00	8,850.00	9,203.00	9,571.00	9,953.00	10,351.00	10,558.00	10,770.00	10,987.00	11,205.00	Monthly
26	ASSISTANT DIRECTOR - MAINT & OPERATIONS NETWORK & PROGRAM MANAGER	8,654.00	9,002.00	9,361.00	9,736.00	10,126.00	10,529.00	10,740.00	10,954.00	11,176.00	11,398.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:  
 2% plus \$618 after ten (10) years of service with AUHSD  
 4% plus \$1839 additional after fifteen (15) years of service with AUHSD  
 7% plus \$3,386 additional after twenty (20) years of service with AUHSD  
 10% plus \$4,416 additional after twenty-five (25) years of service with AUHSD  
 12% plus \$4,416 additional after thirty (30) years of service with AUHSD

**Mileage Allowance:**

\$189/month: Community Schools Manager, FACE Manager, District & Community Use Manager,  
 Food Services Operations Supervisor, Asst. Director of Food Services (eff. 10/1/23)

\* Overtime Exempt

\*\* Ten Month Employees

**Human Resources Division, Certificated Personnel**

Board of Trustees  
October 12, 2023

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

Miguel, Nubia                      Resignation    10/13/23

**2. Employment:****A. Teacher(s)/Probationary:**

		<u>Column</u>	<u>Step</u>
Garcia-Binder, Crystal	8/7/23	1	3
Greco, Stefanie	9//1/23	1	1
Hughes, Eric	9/1/23	1	3
Stone, Reihle	9/20/23	2	4

**B. Teacher(s)/Temporary:**

		<u>Column</u>	<u>Step</u>
Ayala, Nora	9/19/23	4	1
Cordova, Nicholas	9/11/23	3	2
Deluise, Nicole	10/2/23	3	3
Esquivel, Luz	10/2/23	3	1
Gonzalez, Oscar	9/27/23	1	5
Moore, Caren	9/25/23	4	8
Peralta, Francine	9/11/23	3	3
Ruvalcaba, Rogelio	9/22/23	2	1

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

Anderson, Christopher	8/9/23
Antipina, Vera	9/29/23
Becerra, Isabella	9/27/23
Belongia, Michael	8/14/23
Buers, Anita	8/9/23
Campbell, Victoria	8/23/23
Castillo, Isabella	9/1/23
Castrejon Abarca, Everlig	9/13/23
Ceja, Rigoberto	10/2/23
Connelly, Kevin	9/26/23
Cornejo, Steffano	9/28/23
Enell, Stephen	8/9/23
Eugenio, Jesus	9/8/23
Fitts, Zavonia	9/19/23
Franco, Lesli	9/26/23
Goodwin, Jennifer	9/21/23
Gu, Branden	9/13/23
Hacker, Shannon	8/24/23
Hansel, Catherine	9/15/23
Hintson Mankey, Charmaine	8/9/23
Kleier, Miranda	10/2/23
Kwan, Kalena	8/24/23
Leanos-Delgado, Hugo	9/21/23
Licata, Thomas	8/9/23
Lizardo, Charity	8/28/23

## **Human Resources Division, Certificated Personnel**

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Magallon Jr, Raul	8/9/23
Miller, Nicole	8/10/23
Moore, Karen	9/19/23
Nemoseck, Daniel	8/24/23
Nguyen, Mimi	9/21/23
Nieto, Judith	9/29/23
Pafundo, Luca	9/8/23
Pearson, Mary	8/28/23
Potter, Jane	9/1/23
Rojas, Diego	9/19/23
Schiada, Paul	8/9/23
Searcy, Chip	9/7/23
Silva Landre, Angela	9/20/23
Torres, Salvador	8/9/23
Torres Jr., Ricky	9/21/23
Uhrhan, Carol	8/9/23
Vahlstrom, Matthew	8/9/23
Villareal, Ana	8/9/23
Vuong, Johnny	9/7/23

D. Counselor(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Ramirez, Sabrina	8/5/23	2	3

E. Counselor(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Han, Rachel	9/11/23	3	2

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

Torres, Olga	9/21/23
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G. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Sotomayor-Galvin, Tania	9/22/23	31	2
Psychologist (GASELPA)			

H. Administrator Substitute, on an if and as needed basis, at the noted authorized salary per day, effective as noted:

Hernandez, Mario	9/28/23
------------------	---------

### **3. Extra Service Compensation:**

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2023-24, effective as noted: (General Funds)

Benjamin, Leslie	8/9/23
Calderon, Martin	8/9/23
Derbish, Michael	8/9/23
Estelles, Blanca	8/30/23

**Human Resources Division, Certificated Personnel**

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Gordon, Richard	8/9/23
Keledjian, Jaime	8/9/23
Lorton, Mindy	8/30/23
Miner, Deanna	8/7/23
Rodriguez, Carrie	8/9/23
Serrano, Federico	8/9/23
Shueh, Dolly	8/9/23

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

Garcia-Binder, Crystal 8/7/23

- C. Induction Mentor Stipend, to be paid to the following individuals to coach participating teachers for the 2023-24 school year, in the total annual amount not to exceed \$2,415 per participating teacher, to be paid in equal monthly installments, effective August 9, 2023. All mentors will coach one teacher unless otherwise noted. (LCFF Funds)

Adair, John  
Camarena, Jenni (2)  
Castro, Yamila  
Cavanagh, James  
Childers, Kaiti (2)  
Criner, Wendy  
Cruz, Alfred (2)  
Duris, Suzanne (2)  
Estanislao, Trina  
Falt, Lisa  
Fried, Susan  
Galvin, Sandra  
Garcia, Christine  
Goossens, Kristen  
Hamilton, Valerie  
Hoang, Vy  
Johnson, Mandy  
Kim, Jeff  
Lee, Andy  
MacCaskey, Jessica  
Majewski, Matt  
Montgomery, Char  
Ngo, Diana  
Nielsen, Julie  
Olson, Tracy (2)  
Padilla, Janelle  
Patino, Reuben (3)  
Russell, Arthur  
Shamrell, Kathleen  
Sherman, Tyler  
Shimogawa, Teresa (2)  
Silberman, Stacey

## **Human Resources Division, Certificated Personnel**

Board of Trustees  
October 12, 2023

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Solorzano, Ray (2)  
Solorzano-Duenas, Raquel  
Spencer, Kasey  
Staton, Amy  
Switzer, Michael (2)  
Turner, Robin

#### **4. Education Code/California Regulation Authorization:**

Approval to Teach Other Subject Areas, for the following teachers to teach out of their majors as authorized under their Standard Secondary, Single Subject, or Multiple Subject teaching credential based on the following Education Codes. The required units of coursework in the specific subject area have been met.

##### *Education Code 44258.3*

For academic assignments, holders of Credential other than emergency permits may be assigned to teach academic departmentalized classes in K-12 provided:

1. Local board/Assignment Committee to verify adequacy of subject knowledge.
2. Bargaining unit is notified of each assignment
3. Assignment is limited to district/school site verifying adequacy

<b>Name</b>	<b>Subject</b>	<b>School Site</b>
Hodgson, Stephanie	Physics	Lexington
Jenkin, Michelle	Chemistry	Cypress
Ontiveros, Stephanie	Health Science	Savanna
Sugita, Erin	Chemistry	Loara
Villa, Juan	Theater	Savanna
Yoon, Paul	Mathematics	Savanna

##### *Education Code 44258.7 (c) & (d)*

For electives and special assignments, teacher having a special skill or preparation outside of credential authorization may, with consent, be assigned to teach an elective course in the area of special skill. Assignment requires prior approval by a committee established by Board and Superintendent action.

<b>Name</b>	<b>Subject</b>	<b>School Site</b>
Abuhadwan, Mohammad	Exploring Drones, Advanced Drones	Ball
Cecil, Christopher	JROTC Drill PE 1 & 2	Anaheim
Chylinski, Paul	Yearbook Design	Loara
Cochran, Dallas	JROTC Drill PE 1	Loara
Cornelius, Jeff	TV Studio Prod	Ball
Cummings, Rosezetta	STEM Robotics	Lexington
Davis, Michael	PE 2 - Elective - Interscholastic Athletics	Savanna
Day, Richard	CE 703 Exp Digital Animation	Lexington

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Dominguez, Scott	PE 2- Marching Band	Loara
Feldman, Richard	PE - 2, Athletics; PE Elective	Cypress
Frank - Johnson, Karen	PE -2 Marching Band	Cypress
Graves, Steven	Band 1,2,3	Lexington
Hansen, Troy	Comp Sci Discovery	Orangeview
	STEM Robotics, Exp Entrepreneur, Exp	
Hansen, Troy	Digit, Ani	Orangeview
Hodgson, Stephanie	STEM Explorer	Lexington
Hoffman, William	Multimedia Production	Orangeview
Hogencamp, Jon	Journalism	Savanna
	Broadcast Media, Video Production, Digital	
Hogencamp, Jon	Animation	Savanna
Holton, Kerri	PE- Athletes Cross Country, Track & Field	Loara
King, Don	CE - Digital Animate	Cypress
Licata, James	CE Exp Entrepreneurship	Lexington
	Yearbook, PE Elective - Interscholastic	
Lopez-Romero, Samuel	Athletics	Anaheim
Metry, Susan	PE Elective - Interscholastic Athletics; Golf	Cypress
Moctezuma Jr., Saul	PE Elective - Interscholastic Athletics	Anaheim
	PE 1-Athletics, PE Elective -	
Nelson, Dennis	Interscholastic Athletics	Savanna
Nelson, Machenzie	TV Studio Production	Orangeview
	PE I, PE Elective - Interscholastic	
Paul, Joseph	Athletics, Tennis	Cypress
Penaloza Cardenas, Fernando	PE 1- Marching Band, PE 2 Marching Band	Savanna
Pfeiffer, Sean	PE 2	Cypress
Quirion, James	PE I- Marching Band	Cypress
Ramirez, Alejandro	PE 2 - Athletics, Track and Field, Soccer	Savanna
Rodriguez, Alfonso	PE Elective - Interscholastic Athletics	Anaheim
Rundblade, Rodney	JROTC Drill PE 1 & PE 2	Loara
Schultz, Matthew	PE 1 - Athletics, Wrestling, Tennis	Savanna
Slevcove, Mark	PE Elective - Interscholastic Athletics	Cypress
Thoma Lundberg, Jon	PE Elective, PE I, Athletics	Cypress
Truby, Richard	JROTC Drill PE 1 & 2	Anaheim
Tweed, Matthew	PE Elective, PE I, Athletics	Cypress
Watson, Jeffery	Yearbook	Orangeview
Weber, John	PE Elective, PE I, Athletics	Cypress
White, Michael	PE 2-Athletics	Savanna

**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>
Adame, Andrea	3 1	3 6	8/10/23
Jones, Jayna	2 8	3 8	1/1/24
Luna, Gerasimo	3 1	3 3	8/7/23



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Saldana, Reihle	2	4	3	4	9/20/23
Taylor, Gregory	1	3	1	7	8/8/23

**6. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:**

Aborne, Morris	9/22/23
Aguilar, Michael	9/11/23
Brown, Cassidy	9/28/23
Chatham, Kendall	9/28/23
Chhe, Sothy	9/29/23
Cho, Stacy	9/20/23
Chou, Sacha	9/19/23
Diaz, Mario	9/22/23
Forester, Kimberly	9/15/23
Garcia, Vanessa	9/19/23
Gray, Matty	9/22/23
Guerrero, Allison	9/20/23
Gumpertz, Jeffrey	10/2/23
Hernandez, Violet	10/3/23
Ho, Eunice	9/7/23
Jayme, Jacob	10/2/23
Johnson, Lee Ellen	9/15/23
Jones III, Richard	9/21/23
Jun, Youngmi	9/8/23
Kan, Horace	9/21/23
Kim, Bohyun	9/28/23
Kwon, Michael	9/27/23
Lai, Lily	10/3/23
Lane, Andrew	9/13/23
Lee, Hana	3/17/23
Lee, Sonia	9/27/23
Lee, Sunny	9/27/23
Lucho, Evelyn	9/22/23
MacLellen, Nicole	9/6/23
Aborne, Morris	9/8/23
Moon, Jee	9/22/23
Napolitano, Vanessa	10/3/23
Nguyen, James	9/24/23
Pak, Sandra	9/6/23
Park, Kayla	9/20/23
Pleasant III, Edward	9/14/23
Quan, Nicholas	7/13/23
Ramirez, Cynthia	9/11/23
Ramirez, Cynthia	9/22/23
Ramos, Anita	9/26/23
Retrum, Kristen	9/11/23
Santiago, Alex	9/1/23
Shenoi, Erica	9/20/23
Solis, Alma	9/14/23
Stone, Carole	9/11/23
Su, David	9/29/23

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Takagi, Hitomi	9/26/23
Tran, Jonathan	9/24/23
Traynor, Ariadna	9/13/23
Troxel, John	9/15/23
Van , Nhu	9/19/23
Vang, Tou	9/14/23
Wakayama, Hidemi	9/8/23
Wakayama, Sean	9/8/23
Zhao, Yanan	9/22/23

### **7. Extra Service Assignments, employment effective as noted:**

#### **Classified:**

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
Aguilar Mendoza, Giselle Volleyball, Assistant	\$3,595	Season	8/7/23
Garza, Bryan Football, Assistant	\$3,595	Season	8/7/23
Gonzalez, Danny Cross Country, Assistant	\$3,595	Season	8/7/23
Iniguez, Andy Football, Assistant	\$3,595	Season	8/7/23
Rivera, David Football, Assistant	\$3,595	Season	8/7/23
<u>Ball</u>			
Catillo, Jesus Flag Football	\$2,956	1 <sup>st</sup> Quarter	8/21/23
Reyes, Gerardo Volleyball	\$2,956	1 <sup>st</sup> Quarter	8/21/23
Small, Revena Volleyball	\$2,956	1 <sup>st</sup> Quarter	8/21/23
<u>Brookhurst</u>			
Roberts, Brittany Volleyball, Assistant	\$2,186	1 <sup>st</sup> Quarter	8/21/23
<u>Cypress</u>			
Ashcraft, Aidan Football	\$3,983	Season	8/7/23
Cousimano, Anthony Flag Football, Asst./Lower Level	\$1,991.50	Season	8/7/23
Everett, Lorenzo	\$912	1 <sup>st</sup> Semester	8/7/23

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**Band, Jazz**

Gallagher, Aimee Accompanist	\$977.50	1 <sup>st</sup> Semester	8/10/23
Gallagher, Aimee Accompanist	\$977.50	2 <sup>nd</sup> Semester	1/8/24
Green, Joseph Basketball, Asst./Lower Level	\$3,983	Season	11/1/23
Mendoza, Brenda Flag Football, Asst./Lower Level	\$1,991.50	Season	8/7/23
Ritsema, Madison Volleyball, Asst./Lower Level	\$3,595	Season	8/7/23

**Dale**

Azevedo, Cody eSports	\$1,889.50	1 <sup>st</sup> Semester	8/7/23
Azevedo, Cody Yearbook	\$1,323.50	1 <sup>st</sup> Semester	8/7/23
Chandler, Amelia Volleyball, Assistant	\$2,186	1 <sup>st</sup> Quarter	8/21/23
Corona, Jonathan Flag Football	\$2,956	1 <sup>st</sup> Quarter	8/21/23
Gaudette, Robert Volleyball	\$2,956	1 <sup>st</sup> Quarter	8/21/23
Key, Martha Accompanist	\$744	1 <sup>st</sup> Semester	8/10/23

**Hope**

Clugston-Smith, Carrie Cheer	\$1,619.50	1 <sup>st</sup> Semester	8/10/23
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**Katella**

Brown, Dandre Basketball, Asst./Lower Level	\$1,991.50	Season	11/1/23
Jackson, Eileen Flag Football, Assistant	\$3,983	Season	8/7/23
Paddison, Richard Golf	\$1,797.50	Season	8/7/23
Sporn, Dana Photography	\$1,675.50	2 <sup>nd</sup> Semester	1/8/24

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<u>Kennedy</u> Bixby, Billie Volleyball	\$3,595	Season	8/7/23
Collins, Nigel Wrestling	\$5,497	Season	11/1/23
Hamaguchi, Derek Basketball, Asst./Lower Level	\$3,983	Season	11/1/23
Justiniano Orozco, Gerson Soccer	\$4,418	Season	11/1/23
Latham, Ronald Football	\$3,595	Season	8/7/23
Nishida, Norikazu Basketball	\$4,990	Season	11/1/23
Portillo, Amarilis Water Polo	\$4,418	Season	11/1/23
Reynes, Mary Volleyball, Assistant	\$1,797.50	Season	8/7/23
Sabha, Omar Trainer, Assistant	\$1,475	Season	8/7/23
Zapanta, Jesus Volleyball, Assistant	\$3,595	Season	8/7/23
<u>Lexington</u> Manliguis, Corey Volleyball, Assistant	\$2,186	1 <sup>st</sup> Quarter	8/21/23
<u>Magnolia</u> Galang, Robenald Patrick Volleyball, Asst./Lower Level	\$3,595	Season	8/7/23
Gibson III, William Football, Assistant, V	\$4,246	Season	8/7/23
Rodriguez, Francisco Water Polo	\$3,983	Season	8/7/23
<u>Orangeview</u> Arcos, Marco Football, Assistant	\$273.25	1 <sup>st</sup> Quarter	8/21/23

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Arcos, Marco Football	\$2,586.50	1 <sup>st</sup> Quarter	8/29/23
Gollette, Brian Football, Assistant	\$2,186	1 <sup>st</sup> Quarter	8/21/23
Preciado, Elvia Volleyball	\$1,478	1 <sup>st</sup> Quarter	8/21/23
Reyes, Christine Vocal	\$1,323.50	1 <sup>st</sup> Semester	8/7/23
<u>Oxford</u> Fong, Catherine Photography	\$1,675.50	1 <sup>st</sup> Semester	8/7/23
<u>Savanna</u> Arellano, Jonathan Wrestling	\$4,990	Season	11/1/23
Arevalos, Rudy Band, Assistant Director	\$1,889.50	1 <sup>st</sup> Semester	8/7/23
Fitz, Al Wrestling, Assistant	\$3,983	Season	11/1/23
Fitz Perez, Sergio Wrestling	\$4,990	Season	11/1/23
Flores, Ralph Football, JV	\$3,983	Season	8/7/23
Franco, Esther Dance	\$2,209	1 <sup>st</sup> Semester	8/7/23
Hernandez, Sarah Link Crew	\$1,039.22	1 <sup>st</sup> Semester	8/7/23
Hernandez, Sarah Tennis, Assistant	\$3,595	Season	8/7/23
Herrera, Isaac Football, Assistant, V	\$4,246	Season	8/7/23
Licea, Andres Link Crew	\$566.85	1 <sup>st</sup> Semester	8/7/23
McBride, Michael Football, Assistant	\$3,595	Season	8/7/23
Nakamura-Robinson, Tanner Song	\$3,236	1 <sup>st</sup> Semester	8/7/23

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Pisani, Andrew Football, Assistant, V	\$4,246	Season	8/7/23
Ramos, Jerry Wrestling, Assistant	\$3,983	Season	11/1/23
Stele, Emma Yearbook	\$1,889.50	1 <sup>st</sup> Semester	8/7/23
Villa, Juan Drama	\$2,209	1 <sup>st</sup> Semester	8/10/23
<u>South</u> Moorcroft, Leona Volleyball	\$2,956	1 <sup>st</sup> Quarter	8/21/23
Torres, Nicholas Volleyball	\$2,956	1 <sup>st</sup> Quarter	8/21/23
<u>Sycamore</u> Jimmerson, Marcus Volleyball	\$2,956	1 <sup>st</sup> Quarter	8/21/23
Jones, Solomon Tennis	\$2,956	1 <sup>st</sup> Quarter	8/21/23
Key, Martha Accompanist	\$744	1 <sup>st</sup> Semester	8/9/23
Lopez, Cesar Flag Football, Assistant	\$2,186	1 <sup>st</sup> Quarter	8/21/23
<u>Walker</u> Nguyen, Lauren Volleyball	\$2,956	1 <sup>st</sup> Quarter	8/21/23
Noory, Mohammad Flag Football	\$2,956	1 <sup>st</sup> Quarter	8/21/23
<u>Western</u> Alvarez, Noah Football, JV	\$3,983	Season	8/7/23
Dickson, Gary Basketball, Asst./Lower Level	\$3,983	Season	11/1/23
Gonzalez, Raul Water Polo, Asst./Lower Level	\$3,595	Season	11/1/23
Harrison, Lisa Soccer, Asst./Lower Level	\$1,797.50	Season	11/1/23

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Montanez, Marycarmen Basketball, Asst./Lower Level	\$3,983	Season	11/1/23
Moreno, Matthew Soccer, Asst./Lower Level	\$3,595	Season	11/1/23
Moreno Navarrete, Jose Soccer, Asst./Lower Level	\$3,595	Season	11/1/23
Neeper, John Soccer	\$4,418	Season	11/1/23
Ochoa, Alex Soccer, Asst./Lower Level	\$1,797.50	Season	11/1/23
Santillan Juarez, Julio Soccer	\$4,418	Season	11/1/23
Vazquez, Amanda Soccer, Asst./Lower Level	\$2,157	Season	11/1/23
Vera, Diana Basketball, Asst./Lower Level	\$3,983	Season	11/1/23

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1. **Retirements/Resignations/Terminations, effective as noted:**

	<b><u>Location:</u></b>	<b><u>Effective</u></b>
Becerra, Isabella Instructional Assistant – Behavioral Support	Katella High School	09/08/2023
Cruz, Pablo Family and Community Engagement Specialist	Kennedy High School	09/29/2023
Garrido, Veronica Instructional Assistant – Behavioral Support	Magnolia High School	09/20/2023
Guerrero, Anita Instructional Assistant – Behavioral Support	Hope School	09/06/2023
Guzman Martinez, Mayra Food Services Assistant I	Cypress High School	05/25/2023
Martin, Paula Secretary – Registrar/Records	Loara High School	11/01/2023
Melendez, Roselia Food Services Assistant I	Food Services Department	10/24/2023
Pierson, Judith Instructional Assistant – Behavioral Support	Ball Jr. High School	09/22/2023
Sanchez, Berenis Instructional Assistant – Specialized Academic Instruction	Western High School	09/20/2023
Slaughter, Christopher Instructional Assistant – Behavioral Support	Hope School	09/29/2023
Velazquez, Sandra Food Services Manager I	Ball Jr. High School	09/26/2023
Villalobos, Bianet Food Services Assistant I	Hope School	08/31/2023
Ziniti, Celine Instructional Assistant – Specialized Academic Instruction	Katella High School	08/09/2023

2. **Leaves of Absence:**

Becerra-Salmeron, Katherine, for education, without pay and without health benefits from 9/11/23 through the end of the working day on 11/3/23.

Leyva, Martin, for education, without pay and without health benefits from 8/11/23 through the end of the working day on 12/7/23.



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Reynoso, Jessica, for education, without pay and without health benefits, from 8/7/23 through the end of the working day on 5/23/24.

**3. Employment, effective as noted:**

	<b><u>Range/Step:</u></b>	<b><u>Effective:</u></b>
<b>Permanent Employees:</b>		
Abdo, Warda Instructional Assistant – Specialized Academic Instruction	43/04	09/18/2023
Aguilar, Valeria Instructional Assistant – Behavioral Support	51/03	10/02/2023
Agustin-Robles, Anai Office Assistant – Bilingual	47/01	09/11/2023
Armbruster, William Instructional Assistant – Behavioral Support	51/01	10/09/2023
Behboudi-Zamora, Darya Campus Safety Aide	41/04	09/18/2023
Calzada Magana, Kimberly Instructional Assistant – Specialized Academic Instruction	43/03	10/04/2023
Carraman-Chavez, Crystal Instructional Assistant – Bilingual (Spanish)	47/02	10/03/2023
Casas, Jazmin Instructional Assistant – Specialized Academic Instruction	43/01	09/25/2023
Castaneda, Karen Secretary – Registrar/Records	51/07	09/27/2023
Chavarria Martinez, Maria Office Assistant – Bilingual	47/01	10/12/2023
Chu, Van District and Community Use Manager	13/05	10/02/2023
Cuevas, Eloina Instructional Assistant – Medically Fragile/Orthopedically Impaired		

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Diaz, Angelica Campus Safety Aide	43/03	09/20/2023
Eung, Annie Instructional Assistant – Behavioral Support	51/04	09/05/2023
Flores, Ralph Instructional Assistant – Specialized Academic Instruction	43/01	09/12/2023
Fomenko, Yulia Instructional Assistant – Behavioral Support	51/03	09/13/2023
Foster, Paul Jr. Campus Safety Aide	43/03	09/20/2023
Golden, Ja’Juana Food Services Manager I	03/01	09/28/2023
Gonzalez, David Instructional Assistant – Specialized Academic Instruction	43/01	09/25/2023
Gonzalez, Gabriel Instructional Assistant – Specialized Academic Instruction	43/01	09/21/2023
Gonzalez, Jaclyn Instructional Assistant – Behavioral Support	51/01	09/19/2023
Guerrero, Anita Instructional Assistant – Behavioral Support	51/03	09/05/2023
Hernandez, Jacqueline Instructional Assistant – Specialized Academic Instruction	43/01	09/25/2023
Hernandez, Miranda Instructional Assistant – Behavioral Support	51/01	09/22/2023
Jimenez-Santos, Maricruz Office Assistant – Bilingual	47/10	10/02/2023
Leach, Emily Instructional Assistant – Specialized Academic Instruction	43/01	10/02/2023

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Leseth, Corrine Instructional Assistant – Behavioral Support	51/01	09/25/2023
Lopez, Gabriela Human Resources Technician	57/08	09/25/2023
Lopez, Oscar Instructional Assistant – Adult Transition	51/01	10/02/2023
Maldonado, Roxanne Instructional Assistant – Behavioral Support	51/01	09/20/2023
Mau, Malia Instructional Assistant – Specialized Academic Instruction	43/01	09/18/2023
McDonnel, Monica Instructional Assistant – Specialized Academic Instruction	43/03	09/01/2023
McFadden, Sarah Instructional Assistant – Behavioral Support	51/01	09/05/2023
McKeague, Morgan Instructional Assistant – Bilingual (Spanish)	47/07	09/27/2023
Medel, Arturo Jr. Instructional Assistant – Behavioral Support	51/01	09/27/2023
Mendoza, Jessica Instructional Assistant – Specialized Academic Instruction	43/01	10/10/2023
Nequette, Anthony Director of Maintenance & Operations	38/03	09/18/2023
Perruzzi, Christian Campus Safety Aide	43/03	10/02/2023
Ramirez, Andrew Instructional Assistant – Behavioral Support	51/04	10/02/2023
Reyes, May Instructional Assistant – Behavioral Support	51/04	10/02/2023

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Rios Vargas, Daniela Instructional Assistant – Bilingual (Spanish)	47/04	10/05/2023
Ruiz-Becerra, Paola Instructional Assistant – Specialized Academic Instruction	43/01	09/19/2023
Serrano-Vega, Nansi Instructional Assistant – Behavioral Support	51/01	09/25/2023
Sidiqi, Jashniya Instructional Assistant – Behavioral Support	51/04	09/25/2023
Tellez, Stephanie Instructional Assistant – Specialized Academic Instruction	43/01	09/25/2023
Valle, Ana Instructional Assistant – Specialized Academic Instruction	43/01	09/12/2023

**Promotions:**

Casillas, Jessica Instructional Assistant – Behavioral Support	51/03	09/25/2023
Gallegos, Andreanna Food Services Manager I	03/02	09/18/2023
Licea, Andres Human Resources Technician	57/02	09/11/2023
Pascual-Molina, Yinny Community Schools Coordinator	08/01	09/11/2023
Ventura, Maria Food Services Assistant III	50/02	09/18/2023

**Substitute Employees:**

Anderson, Christian Substitute Instructional Assistant – Adult Transition	51/01	10/02/2023
Anderson, Christian Substitute Instructional Assistant – Behavioral Support	51/01	10/02/2023

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Anderson, Christian Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	10/02/2023
Anderson, Christian Substitute Instructional Assistant – Specialized Academic Instruction	43/01	10/02/2023
Bajalan, Nazar Substitute Instructional Assistant – Bilingual (Arabic)	47/01	09/13/2023
Bedolla Covarrubias, Gabriel Substitute Custodian	48/01	09/22/2023
Cabral, Richard Substitute Custodian	48/01	09/22/2023
Chase, Stephen Substitute Food Services Assistant I	41/01	09/14/2023
Covarrubias, Junior Substitute Custodian	48/01	09/26/2023
Cruz, Judie Substitute Office Assistant	43/01	09/20/2023
Cruz, Judie Substitute Secretary	51/01	09/20/2023
Elizondo, Sandra Substitute Office Assistant	43/01	09/05/2023
Elizondo, Sandra Substitute Office Assistant (Bilingual)	47/01	09/05/2023
Elizondo, Sandra Substitute Secretary	51/01	09/05/2023
Elizondo, Sandra Substitute Secretary (Bilingual)	33/01	09/05/2023
Galindo, Brian Substitute Custodian	48/01	09/15/2023
Gamboa, Adrian Substitute Custodian	48/01	09/15/2023
Garrido, Veronica Substitute Instructional Assistant – Adult Transition	51/01	09/20/2023

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Garrido, Veronica Substitute Instructional Assistant – Behavioral Support	51/02	09/20/2023
Garrido, Veronica Substitute Instructional Assistant – Special Abilities	51/01	09/20/2023
Garrido, Veronica Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/20/2023
Gomez, Paulina Substitute Custodian	48/01	09/15/2023
Jimenez, Ronald Substitute Custodian	48/01	09/13/2023
Madrigal-Saldivar, Mario Substitute Campus Safety Aide	43/03	09/13/2023
Marin, Jessie Substitute Instructional Assistant – Adult Transition	51/01	09/20/2023
Marin, Jessie Substitute Instructional Assistant – Behavioral Support	51/01	09/20/2023
Marin, Jessie Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	09/20/2023
Marin, Jessie Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/20/2023
Morales, Sergio Jr. Substitute Custodian	48/01	09/12/2023
Pierson, Judith Substitute Instructional Assistant – Adult Transition	51/01	09/25/2023
Pierson, Judith Substitute Instructional Assistant – Behavioral Support	51/01	09/25/2023
Pierson, Judith Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	09/25/2023

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Pierson, Judith Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/25/2023
Ramirez, Saul Substitute Custodian	48/01	10/02/2023
Reyes, Jonathan Substitute Instructional Assistant – Adult Transition	51/01	09/29/2023
Reyes, Jonathan Substitute Instructional Assistant – Behavioral Support	51/01	09/29/2023
Reyes, Jonathan Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	09/29/2023
Reyes, Jonathan Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/29/2023
Rios, Adrian Substitute Campus Safety Aide	43/03	09/22/2023
Sanchez, Berenis Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/21/2023
Sandoval, Danny Substitute Custodian	48/01	09/22/2023
Saturno, Karen Substitute Instructional Assistant – Adult Transition	51/01	09/12/2023
Saturno, Karen Substitute Instructional Assistant – Behavioral Support	51/01	09/12/2023
Saturno, Karen Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	09/12/2023
Saturno, Karen Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/12/2023
Smith, Hayleigh Substitute Instructional Assistant – Adult Transition	51/01	09/01/2023

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Smith, Hayleigh Substitute Instructional Assistant – Behavioral Support	51/01	09/01/2023
Smith, Hayleigh Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	09/01/2023
Smith, Hayleigh Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/01/2023
Ureno, Rafael Substitute Custodian	48/01	09/12/2023
Villa, Anthony Substitute Custodian	48/01	09/26/2023
Villegas, Roy Substitute Custodian	48/01	09/13/2023

4. **Food Service Student Workers**

**Effective**

Arevalo, Melody	09/26/2023
Bolanos-Martinez, Kimberly	09/21/2023
Campos Alatorre, Daniela	09/14/2023
Casas Barrios, Cvastyan	09/15/2023
Dominguez, Jazmin	09/21/2023
Ewo, Vanessa	09/08/2023
Huynh, Pureson	09/15/2023
Ingram, Tristan	09/05/2023
Lee, Nolan	09/05/2023
Malpica, Bryan	09/15/2023
Martinez Ventura, Elsy	09/21/2023
Miner, Malachia	09/11/2023
Morgado, Alexander	09/08/2023
Murdock, Trinity	09/08/2023
Ochoa, Janette	09/05/2023
Quintanar, Logan	09/18/2023
Ramirez Sierra, Ashley	09/15/2023
Rivera, Aron	09/14/2023
Santos Medrano, Felipe	09/25/2023
Soto, Darla	09/11/2023
Swidan, Omar	09/05/2023
Villa, Mabel	09/05/2023
Wright, Dayvone	09/21/2023



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5. **Workability, current minimum wage or stipend of \$256 effective as noted:**  
(Workability Grant Funds)

	<b><u>Effective</u></b>
Alonso Garcia, Michelle	09/05/2023
Alvarado, Andrew	09/05/2023
Alvarado, Vincent	09/18/2023
Balbuena, Carlos	09/18/2023
Brede, Ethan	09/01/2023
Browne, Jazzelle	10/01/2023
Carrillo, Bianca	09/01/2023
Castro, Josiah	10/01/2023
Chavez, Raymond	09/05/2023
Chicana Valdivieso, Pamela	09/18/2023
Corona, Jerry	09/18/2023
Dalati, Sara	09/18/2023
Damian, Anthony	09/01/2023
De Anda, Liamara	09/19/2023
De La Vega, Sean	09/05/2023
Dumas, Eric	01/16/2024
Elengical, Sharon	09/01/2023
Escamilla, Abigail	09/23/2023
Estrada, Alexis	09/23/2023
Felix, Tristan	09/01/2023
Franco, Diego	09/05/2023
Galvez, Victor	09/18/2023
Garcia Ruiz, Estefani	09/18/2023
Garcia-Diaz, Carla	09/05/2023
Garcia-Lopez, Micael	09/18/2023
Gomez, Ingrid	09/05/2023
Gomez, Jennifer	09/05/2023
Gonzalez, Leilani	09/18/2023
Gonzalez Licea, Jennifer	09/05/2023
Gutierrez, Adam	09/18/2023
Hattar, Faris	09/05/2023
Iraheta, Jocelyn	09/18/2023
Karp, Ava	09/05/2023
Kim, Derris	09/12/2023
Lopez, Alvaro	09/01/2023
Lopez, Gavin	09/18/2023
Lopez, Hector	10/09/2023
Malate, Asriel	09/18/2023
Mariscal Jimenez, Andy	09/18/2023
Martinez Ramos, Gasper	09/18/2023
Morrison, Jaden	09/01/2023
Nguyen, Nina	09/05/2023
Ocampo, Abel	09/18/2023
Olvera, Angel	09/05/2023
Ortega, Kalani	09/18/2023
Pech, Paul	09/18/2023
Pelayo, Zacarias	09/01/2023
Perez, Cassandra	09/05/2023

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Ramirez, Kenneth	09/05/2023
Ramirez, Saul	09/14/2023
Rivera, Angelica	09/05/2023
Rodriguez, Francisco	09/05/2023
Ruiz Sandoval, Missael	09/01/2023
Sanchez, Angel	11/01/2023
Suarez, Angie	09/01/2023
Taylor, Jaimee	10/01/2023
Torres, David	09/01/2023
Valencia Gutierrez, Daniel	09/05/2023
Villegas, Edson	09/11/2023
Wiggs, Jonah	