BOARD OF TRUSTEES
ANAHEIM UNION HIGH SCHOOL DISTRICT
501 N. Crescent Way, P.O. Box 3520
Anaheim, California 92803-3520
www.auhsd.us

NOTICE OF REGULAR MEETING

Date: October 11, 2024

To: Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520
Jessica Guerrero, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Ron Hoshi, P.O. Box 3520, Anaheim, CA 92803-3520

Orange County Register, 1920 Main Street, Suite 225, Irvine, CA 92614
Anaheim Bulletin, 1920 Main Street, Suite 225, Irvine, CA 92614
Los Angeles Times, 2300 E. Imperial Highway, El Segundo, CA 90245
Event News, 216 Main Street, Seal Beach, CA 90740

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 17th day of October 2024

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, October 15, 2024, to allow reasonable arrangement to ensure interpretation services.

Closed Session-3:45 p.m.
Regular Meeting-6:00 p.m.

Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Agenda
Thursday, October 17, 2024
Closed Session-3:45 p.m.
Regular Meeting-6:00 p.m.

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 by 5:00 p.m. on Tuesday, October 15, 2024, 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, 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 by 5:00 p.m. on Tuesday, October 15, 2024, 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 54957: Public employee performance evaluation, superintendent.

4.2 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No: 30-2024-01394135-CU-PO-CJC).

4.3 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).

4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release/appointment/reassignment.

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 Erin Baek 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. RECOGNITIONS *INFORMATION ITEMS*

6.1 ***California Distinguished Schools, Assemblywoman Sharon Quirk-Silva***

The California Distinguished Schools Program honors some of California's most exemplary and inspiring public schools. Schools selected for the Distinguished School Award demonstrate significant gains in narrowing the achievement gap by providing excellent educational opportunities to all students. Assemblywoman Sharon Quirk-Silva will recognize and celebrate the achievements of the following schools for their outstanding accomplishment of being selected as a 2024 California Distinguished School.

Cypress High School
Kennedy High School
Lexington Junior High School
Magnolia High School
Oxford Academy

6.2 ***Boys State and Girls State Delegates***

The Board of Trustees will recognize the Boys State and Girls State delegates. Boys State and Girls State are leadership programs of the American Legion, and the American Legion Auxiliary, designed to increase awareness and knowledge of governmental processes while learning about the duties, privileges, rights, and responsibilities of citizenship. The student nominees went through a rigorous application and interview process, and delegates were selected to represent their school site at Sacramento State University this past summer. Below are the State Delegates and their site. Congratulations to these young leaders who will undoubtedly make an impact in their futures.

James Flores	Western High School
Claire Jung	Oxford Academy
Paola Loza	Savanna High School
Khoa Nguyen	Western High School
Tiffanie Nguyen	Western High School
Annalyn Rualo	Katella High School

7. **REPORTS** ***INFORMATION ITEMS***

7.1 ***Student Representative's Report***

Erin Baek, student representative to the Board of Trustees, will report on student activities throughout the District.

7.2 ***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.

7.3 ***Reports of Associations***

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

7.4 ***Parent Teacher Student Association (PTSA) Report***

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

8. **PRESENTATIONS** ***INFORMATION ITEMS***

8.1 ***Fiscal Services Internal Controls***

Background Information:
California Education Code Section 41010 requires that school districts use accounting systems to record their financial affairs that comply with the definitions, instructions, and procedures published in the California School Accounting Manual (CSAM). The California

School Accounting Manual is a valuable tool for the effective management of the financial resources provided to the District. Additionally, the District implements systems and processes which conform to the Governmental Accounting Standards Board (GASB) and the Government Auditing Standards.

Current Consideration:
The Board of Trustees will receive a presentation from the Business Services team regarding the department's systems and processes, including internal controls.

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.

8.2 ***Science Education for an Equitable, Just, Sustainable Future (SEEJuSt)***

Background Information:
Over the past two academic school years, the District has partnered with Dr. Hosun Kang from the University of California, Irvine (UCI) School of Education in a National Science Foundation (NSF) funded project called SEEJuSt: Science Education for an Equitable, Just, and Sustainable Future. Over 20 teacher participants co-designed equity/justice-centered, civic engagement focused, and Next Generation Science Standards (NGSS) aligned units of study culminating in a capstone-worthy experience. The analysis of data, including capstone artifacts, reflections, and surveys, revealed the importance of science classroom experiences driven by engaging in real world phenomena, learning in the community, and elevating students' stories.

Current Consideration:
The SEEJuSt team will present to the Board of Trustees on the impact the program has had on the District student population and teachers. Representatives will share tools and stories of teachers and students engaging in powerful climate justice education. The presentation will include how the team is currently working to expand the success of this project through the next funded project.

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.

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

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of 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.

10. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

10.1 ***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:

10.1.1 Korean Club, Anaheim High School **[EXHIBIT A]**
10.1.2 Law and Logic, Anaheim High School **[EXHIBIT B]**
10.1.3 STEAM Society, Anaheim High School **[EXHIBIT C]**
10.1.4 Build The Journey (BTJ), Cypress High School **[EXHIBIT D]**
10.1.5 Content Creation Club, Cypress High School **[EXHIBIT E]**
10.1.6 Greek Club, Cypress High School **[EXHIBIT F]**
10.1.7 iCAN Youth Council, Cypress High School **[EXHIBIT G]**
10.1.8 Jesus Club, Cypress High School **[EXHIBIT H]**
10.1.9 Surfrider Foundation, Cypress High School **[EXHIBIT I]**
10.1.10 Teens Against E-Waste (TAE), Cypress High School **[EXHIBIT J]**
10.1.11 Turning Point USA, Cypress High School **[EXHIBIT K]**
10.1.12 The Bike Club, Cypress High School **[EXHIBIT L]**
10.1.13 Varsity Talks, Cypress High School **[EXHIBIT M]**
10.1.14 Unheard Cries, Cypress High School **[EXHIBIT N]**
10.1.15 Gilbert High School (GHS) Anime Club, Gilbert High School **[EXHIBIT O]**
10.1.16 Graffing for Hope, Gilbert High School **[EXHIBIT P]**
10.1.17 Mini Saxons Preschool Club, Loara High School **[EXHIBIT Q]**
10.1.18 Girls' League, Magnolia High School **[EXHIBIT R]**
10.1.19 Film Society, Magnolia High School **[EXHIBIT S]**
10.1.20 Rebel Readers, Savanna High School **[EXHIBIT T]**
10.1.21 Anaheim Kids for Kindness, Western High School **[EXHIBIT U]**
10.1.22 Girl Talk, South Junior High School **[EXHIBIT V]**
10.1.23 K-Pop Club, South Junior High School **[EXHIBIT W]**
10.1.24 Mi Gente, South Junior High School **[EXHIBIT X]**
10.1.25 Ocean Academy, South Junior High School **[EXHIBIT Y]**
10.1.26 South Chess Club, South Junior High School **[EXHIBIT Z]**
10.1.27 Team Jesus, South Junior High School **[EXHIBIT AA]**

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

10.2 ***Resolution No. 2024/25-E-09, Great American Smokeout/Escape the Vape Day 2024*** ***ACTION ITEM***
(Roll Call Vote)

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, and 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. 2024/25-E-09 for the Great American Smokeout/Escape the Vape Day 2024 to be celebrated by all District school sites on November 21, 2024. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support their commitment to tobacco-free, healthy lifestyles by challenging people to stop using tobacco and help people to learn about the many tools they can use to help them quit and stay quit on the Great American Smokeout/Escape the Vape Day.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2024/25-E-09, Great American Smokeout/Escape the Vape Day 2024, by a roll call vote. **[EXHIBIT BB]**

10.3 ***Resolution No. 2024/25-BOT-01, Compensation for Board Meeting*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Education Code Section 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month. Education Code Section 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed, but authorizes the Board, by resolution, to compensate a Board member for meetings he/she missed due to one of the following reasons: (1) performance of other designated duties for the District during the time of the meeting; (2) illness or jury duty; or (3) hardship deemed acceptable by the Board.

Current Consideration:
Trustee Guerrero was not present at the September 12, 2024, Board of Trustees' meeting due to hardship related to a family emergency, resulting in traveling outside the country.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2024/25-BOT-01, by a roll call vote. **[EXHIBIT CC]**

BUSINESS SERVICES

10.4 ***Agreement, Dietetic Internship, Keith and Associates Distance Dietetic Internship*** ***ACTION ITEM***

Background Information:
The District has traditionally entered into agreements with university and internship programs to provide opportunities for university students to meet their field work requirements, and to gain valuable experience in a professional setting. Intern agreements permit university students and students enrolled in the program to provide services to the Food Services Department as an unpaid intern of the District.

Current Consideration:
The District would like to enter into an agreement with Keith and Associates Distance Dietetic Internship, and under the direction of the director and assistant director of Food Services, students will observe, work, and participate in school food service operations. Interns will be reviewed for their professionalism and their understanding of school food service. The agreement will be effective February 1, 2025, through June 30, 2025, and renewable annually for up to four years.

Budget Implication:
There is no impact to the budget.

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

EDUCATIONAL SERVICES

10.5 ***Agreement, City of Anaheim, Brookhurst Community Center*** ***ACTION ITEM***

Background Information:
Career Connections Unlimited provides work-based experience for students with disabilities. Eligible students have the opportunity to participate in paid work experiences up to 300 hours per school year. These students are paid through the California Department of Education Workability Grant, Department of Rehabilitation (DOR) We Can Work Grant, and DOR Transition Participant Program (TPP).

Career Connections Unlimited partners with businesses in the Anaheim area. Through this partnership, these partners provide work sites for students to gain valuable skills and experiences to prepare for competitive employment.

Current Consideration:
The City of Anaheim through a partnership with Career Connections Unlimited, will provide work experience opportunities for students with disabilities. District students are supervised and supported by District job coaches. Services are being provided August 7, 2024, through June 30, 2025.

Budget Implication:
There is no impact to the budget.

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

10.6 ***Community Service Agreement, Olive Crest*** ***ACTION ITEM***

Background Information:
Olive Crest's Parenting Education services are designed to provide families with the tools and resources needed to create a nurturing and supportive home environment. The program offers classes, at no cost, in English, Spanish, Vietnamese, Korean, Arabic, Farsi, and Mandarin, ensuring that families from diverse backgrounds can access the support they need. Parents participate in an evidence-based program called Active Parenting, which is taught by bilingual and bicultural staff who are equipped to meet their unique needs and provide essential support. In addition, the program offers childcare services during class sessions, making it easier for parents to engage in their learning experience. Olive Crest's proven track record of providing high-quality, trauma-informed, and culturally responsive parenting education services aligns with the District's commitment to supporting student well-being and family engagement. We anticipate that this partnership will provide valuable resources and support to our families, contributing to a more positive and supportive learning environment for all students.

Olive Crest is a nonprofit organization that provides parenting education and support services to families. This agreement proposes a partnership between the District and Olive Crest to offer parenting education courses to District families.

Current Consideration:
Olive Crest will partner with the District to offer evidence-based parenting courses, case management support, and community outreach. The District will provide referrals, facilitate communication, and provide appropriate facilities for classes. Services will be provided October 18, 2024, through October 30, 2025.

Budget Implication:
There is no impact to the budget.

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

10.7 ***Agreement, Rhodri Lumba*** ***ACTION ITEM***

Background Information:
Oxford Academy's Yearbook program seeks to elevate the quality of its publications through improved photography skills, enhanced design quality, as well as advanced training in layout and content creation to produce a more professional yearbook. The school seeks to provide students with opportunities to develop skills in these areas while ensuring the timely production of the yearbook.

Current Consideration:
Rhodri Lumba, an independent contractor, will provide specialized services which include: advanced training in layout design, content creation, and photography, as well as technical support with yearbook software. He will also mentor students in project management to ensure timely production, as well as assist with curating and editing yearbook content to meet Oxford Academy's high standards. Services will be provided October 18, 2024, through June 30, 2025.

Budget Implication:
The total costs for these services is not to exceed $5,000. (Site Yearbook and/or ASB Funds)

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

10.8 ***Grant Award, Middle College and Early College Grant*** ***ACTION ITEM***

Background Information:
The California state budget includes funding for competitive grants to support local educational agencies (LEAs) to establish programming that provide students with access to college courses while in high school or to expand an existing program to include robust pupil advising, student success support services, and outreach campaigns to promote dual enrollment. Outreach shall be focused toward families and pupils who may not be college bound or who are underrepresented in higher education.

Current Consideration:
The District submitted a proposal in collaboration with the North Orange County Community College District (NOCCCD) and was approved for the Middle College and Early College Grant. Grant funds will be used to hire five Dual Enrollment counselors, one Counselor on Special Assignment to support Dual Enrollment, and a College Transition Leader for both Cypress and Fullerton Colleges with a goal to increase participation in Dual Enrollment, specifically for pupils who may not be college bound or who are underrepresented in higher education.

The high schools that are included in the grant award are: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Savanna, and Western high schools, as well as Cambridge Virtual Academy, and Oxford Academy. Services are being provided July 1, 2024, through June 30, 2027.

Budget Implication:
The total grant amount is $250,000 per high school for a total of $2,750,000.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the grant award. **[EXHIBIT HH]**

10.9 ***Grant Award, College and Career Access Pathways Grant*** ***ACTION ITEM***

Background Information:
The California state budget includes funding for competitive grants to support local educational agencies (LEAs) with existing College and Career Access Pathways (CCAP) partnerships to expand CCAP opportunities by increasing the number of students served at high schools, by adding new pathways to the existing agreement, to include and/or strengthen pupil advising, student success support services, and outreach campaigns to promote dual enrollment. Outreach shall be focused toward families and pupils who may not be college bound or who are underrepresented in higher education.

Current Consideration:
The District submitted a proposal in collaboration with the North Orange County Community College District (NOCCCD) and was approved for the Middle College and Early College Grant. Grant funds will be used to hire five Dual Enrollment counselors, one Counselor on Special Assignment to support Dual Enrollment, and a College Transition Leader for both Cypress

and Fullerton Colleges with a goal to increase participation in Dual Enrollment, specifically for pupils who may not be college bound or who are underrepresented in higher education.

The high schools that are included in the grant award are: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Savanna, and Western high schools, as well as Cambridge Virtual Academy, and Oxford Academy. Services are being provided July 1, 2024, through June 30, 2027.

Budget Implication:
The total grant amount is $100,000 per high school for a total of $1,100,000.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the grant award. **[EXHIBIT II]**

10.10 ***Agreement, California Department of Health Care Services, Children and Youth Behavioral Health Initiative (CYBHI)*** ***ACTION ITEM***

Background Information:
The Children and Youth Behavioral Health Initiative (CYBHI), a branch of the Department of Health Care Services is the lead agency supporting county offices of education and local education agencies with the implementation of the new Medi-Cal Fee Schedule Program. As a participant, the District will enter into a formal CYBHI agreement that is mandatory for participation or continued participation as a provider in the CYBHI fee schedule program, pursuant to the Welfare and Institutions Code, Section 5961.4, and the Medi-Cal program.

Current Consideration:
For the purpose of transitioning into the new Medi-Cal Fee Schedule, the District enrolled in cohort two of three to work with the state. This will ensure the District's growth with Medi-Cal billing applies best practices, obtain technical support, and is aligned with the legal and regulatory requirements that apply to the billing for services with the Department of Health Care Services. Services will be provided October 18, 2024, and will remain in effect until June 30, 2029. This agreement will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

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

10.11 ***Subaward Agreement, Heluna Health*** ***ACTION ITEM***

Background Information:
The Department of Health Care Services (DHCS) and its Third-Party Administrator, the California Institute for Behavioral Health Solutions (CIBHS), along with Heluna Health, awarded the District the Community-Defined Evidence Practices Grant Program Round Two: Trauma-Informed Programs.

The District was selected from a highly competitive pool of applicants due to its strong alignment with the broader Children and Youth Behavioral Health Initiative (CYBHI) mission and its potential to address critical child and youth behavioral health challenges in California. The District was awarded $410,000 to scale Cognitive Behavioral Interventions for Trauma in Schools.

Current Consideration:
The District is required to complete a series of deliverables, which may include a detailed Implementation Plan describing specific activities, strategies, milestones, and timelines for implementation of the identified practice model, including the participation in Learning Collaboratives. The funds will be used to contract with an organization that is well established to deliver professional development and training on Cognitive Behavioral Interventions for Trauma in Schools. Services are being provided May 28, 2024, through June 30, 2025. At the request of the Department of Health Care Services (DHCS), the agreement was signed by the District on May 28, 2024. Counter signatures will be obtained following Board approval.

Budget Implication:
The cost to the District will include the cost of training up to 100 teachers and members of the current mental health team who will support the expansion and on professional learning needs of staff. Funds from the $410,000 will be used for all budgetary needs related to this project. (Grant Funds)

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

10.12 ***Agreement, California, Department of Health Care Access and Information, Certified Wellness Coach (CWC)*** ***ACTION ITEM***

Background Information:
As part of Governor Newsom's Master Plan for Kids Mental Health and the Children and Youth Behavioral Health Initiative (CYBHI), the State of California is implementing the Certified Wellness Coach (CWC) profession. Certified Wellness Coaches specialize in providing primary prevention and early intervention behavioral health services to children and youth through the age of 25.

The District applied for and was awarded a $2,848,230 Wellness Coach grant by the Department of Health Care Access and Information. An agreement timeline runs August 31, 2024, through June 30, 2026, to hire, train, and establish a Wellness Coach position with the District's student support, mental health, and wellness programs.

Current Consideration:
The grant was originally written to fund 20 Wellness Coaches, including a supervisor stipend and hourly rate for graduate level interns as an incentive to seek internships within schools. With the new Medi-Cal fee scheduling, these positions will be able to bill for services therefore creating a sustainability pathway for their positions and services. Interviewees will be informed that this is a temporary, ten-month position, that may only be available for two years. At the request of the California Department of Health Care Access and Information (HCAI), the agreement was signed by the District on August 26, 2024. Services are being provided August 31, 2024, through June 30, 2026. Counter signatures will be obtained following Board approval.

Budget Implication:
The total grant amount is $2,848,230.

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

10.13 ***Licensing Agreement, School Connect, LLC, SEL Curriculum*** ***ACTION ITEM***

Background Information:
The Orange County Department of Education (OCDE) awarded Gilbert High School a $20,000 CalHOPE Student Support Project grant that is supporting efforts in social emotional learning and implementing an evidence-based curriculum that may address student wellness and academic development. This two-year sub-grant supports SEL teams in learning the foundations of universal supports in social, emotional, academic development and wellness, how to pilot and select an evidence-based curriculum that best fits the school and develop a plan for integrating universal supports for student wellness and academic development.

With support from OCDE, the Gilbert High School team has gone through a year-long process evaluating multiple curricula and receiving input from various stakeholders. They identified the School Connect SEL curriculum and would like to move forward and purchase the curriculum through a five-year contract using this grant funding.

Current Consideration:
This purchase is aligned with the current OCDE CalHope Student Support Project to use the $20,000 for the cost of purchasing and implementing an evidence-based curriculum during the 2024-25 year. Services are being provided September 9, 2024, through June 30, 2029.

Budget Implication:
The cost of the five-year license is $14,000. The funding for the license will come out of the $20,000 CalHOPE Student Support Project grant. (Grant Funds)

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

10.14 ***Data Use Agreement, Carelon Behavioral Health, Inc.*** ***ACTION ITEM***

Background Information:
In order to exchange data and documents related to the Children and Youth Behavioral Health Initiative (CYBHI) new multi-payer fee schedule, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, the District will, on behalf of Paradigm Healthcare Services, LLC., enter into an agreement with Carelon Behavioral Health, Inc.

The Department of Health Care Services requires that Carelon enter into a data use agreement with each Local Education Agency. The agreement addresses the conditions under which the parties will disclose, obtain, and use CYBHI data as it relates to the new Medical Fee Schedule.

Current Consideration:
Carelon Behavioral Health, Inc. is a contracted business associate of The Department of Health Care Services acting on Department of Health Care Services (DHCS's) behalf. It provides services, performs, or assists in the activities on behalf of DHCS, and may receive, maintain, transmit, aggregate, use or disclose Protected Health Information (PHI) in order to fulfill the obligations under this agreement and agreements with DHCS. Services will be provided October 18, 2024, and will remain in effect until June 30, 2029.

Budget Implication:
There is no impact to the budget.

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

10.15 ***Agreement, California Emerging Technology Fund*** ***ACTION ITEM***

Background Information:
California Emerging Technology Fund (CETF) is a statewide nonprofit organization with the mission to close the digital divide. CETF has been successful in obtaining tangible public benefits for broadband deployment projects in underserved and unserved areas, as well as commitments by broadband providers to provide affordable broadband rates for low-income and disadvantaged communities to promote adoption and digital literacy for all.

Current Consideration:
CETF has created the School2Home Education Collaborative framework anchored in best practices to successfully integrate the use of technology to support innovative pedagogy, personalized learning, and other school improvements. Orangeview, South, and Sycamore junior high schools were selected to participate in this collaborative. The schools will receive paid professional learning, as well as compensation for applying strategies that help strengthen parent engagement. CETF will also provide digital literacy and low-cost internet opportunities for parents and guardians. Services will be provided October 18, 2024, through June 30, 2025.

Budget Implication:
There is no impact to the budget.

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

10.16 ***Memorandum of Understanding (MOU), Pacific Symphony*** ***ACTION ITEM***

Background Information:
The District is entering into a memorandum of understanding (MOU) with Pacific Symphony to enhance the educational experience of instrumental music students. The partnership will provide professional mentorship by Pacific Symphony musicians, offering both small group and individual instruction. The program aims to serve students, particularly those from low-income backgrounds, foster youth, and English Learners, who may not have access to private music lessons. District teachers and Pacific Symphony personnel will collaborate to provide high-quality instruction, culminating in an end-of-year performance. The partnership also includes opportunities for students and their families to attend Pacific Symphony concerts.

Current Consideration:
The MOU formalizes the relationship between the District and Pacific Symphony for the 2024-25 year. The initial collaboration will begin with the orchestra students at Orangeview Junior High School and may expand to other campuses as resources become available. This collaboration will offer students valuable mentorship, improve their musical skills, and increase their exposure to professional music-making. The Pacific Symphony will provide all funding for this program, with no direct costs incurred by the District. Services will be provided October 18, 2024, through May 22, 2025.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU. **[EXHIBIT PP]**

10.17 ***Membership, Accrediting Commission for Schools, Association of Schools and Colleges (WASC)*** ***ACTION ITEM***

Background Information:
The accreditation process is managed by WASC, which is responsible for authorizing a school's certification. Accreditation is vital to a school's certification, as it is required for its courses and diplomas to be recognized by colleges and universities. Students of schools that do not receive accreditation will not have their coursework accepted by institutions of higher education.

Current Consideration:
School districts are required to pay an annual WASC membership fee for all school sites seeking candidacy or accreditation. Each school site is granted a term of accreditation by WASC and must complete a WASC self-study review prior to the conclusion of their term of accreditation. Invoices for annual membership fees have been received for the following school sites for the period of August 7, 2024, through June 30, 2025.

Anaheim High School	Accreditation through 2028
Cypress High School	Accreditation through 2026
Gilbert High School	Accreditation through 2025
Katella High School	Accreditation through 2030
Kennedy High School	Accreditation through 2028
Loara High School	Accreditation through 2030
Magnolia High School	Accreditation through 2025
Oxford Academy	Accreditation through 2026
Polaris High School	Accreditation through 2028
Savanna High School	Accreditation through 2030
Western High School	Accreditation through 2030

Budget Implication:
The annual installment for the 2024-25 year is $1,230, per school site. The annual installment for the 2023-24 year was $1,190, per school site. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees ratify payment of the annual membership fees.

HUMAN RESOURCES

10.18 ***Revised Board Policy 6306, Substitute Teacher Salary Schedule, First and Final Reading*** ***ACTION ITEM***

Background Information:
The state of California is currently experiencing a shortage in the number of substitute teachers available to cover teacher absences. Over the past years, there have been an abnormal number of unfilled assignments that have resulted in an adverse impact on the school sites. To remedy the situation, school sites have paid classroom teachers to work during their conference periods at the hourly teacher rate to fill the assignments. This has resulted in increased expenditures.

Current Consideration:
The Board of Trustees is requested to review and/or approve revised Board Policy 6306, Substitute Teacher Salary Schedule, which includes a miscellaneous hourly rate of pay of $29.29 for substitutes.

Budget Implication:
Substitute teacher rates are a budgeted annual expense. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees review and/or approve revised Board Policy 6306. **[EXHIBIT QQ]**

10.19 ***Board of Trustees' Announcement of Appointment/Reappointment Candidate of Personnel Commission Member*** ***ACTION ITEM***

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

Current Consideration:
The term of the current Board of Trustees' appointed Personnel Commission Member Mr. Paul Andresen expires on December 1, 2024. Therefore, the Board of Trustees must begin procedures of an appointment or reappointment for the new three-year term. The Board must publicly announce the name of the person it intends to appoint or reappoint. To provide members of the public the opportunity to express their views on the intended appointment/reappointment, the Board must hold a public hearing at least 30 days, but no later than 45 days, after the announcement of the intended appointment. After the public hearing, the Board of Trustees will then take action on the appointment/reappointment. The public hearing and action to appoint will occur at the Board meeting on November 14, 2024.

The Personnel Commission requests the Board of Trustees determine the person it intends to appoint or reappoint and publicly announce its candidate as the Board of Trustees' Personnel Commission appointee for the term commencing December 1, 2024, and ending on December 1, 2027.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees discuss the candidate it intends to appoint or reappoint and take formal action to publicly announce its candidate as the Board of Trustees' Personnel Commission appointee for the term commencing December 1, 2024, and ending on December 1, 2027.

10.20 ***Initial Contract Proposal, AUHSD to Anaheim Secondary Teachers Association (ASTA)*** ***INFORMATION ITEM***

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

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to ASTA for the 2024-25 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

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

10.21 ***Public Hearing, Initial Contract Proposal, AUHSD to Anaheim Secondary Teachers Association (ASTA)*** ***INFORMATION ITEM***

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

Current Consideration:
The Board must hold a public hearing of the District's initial contract proposal to ASTA for the 2024-25 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.

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

10.22 ***Initial Contract Proposal, Anaheim Secondary Teachers Association (ASTA) to AUHSD*** ***INFORMATION ITEM***

Background Information:
In accordance with Board Policy 6500.01, the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The ASTA initial contract proposal to the District for the 2024-25 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

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

10.23 ***Public Hearing, Initial Contract Proposal, Anaheim Secondary Teachers Association (ASTA) to AUHSD*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees is required to hold a public hearing to hear comments related to the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the District for the 2024-25 year.

Current Consideration:
The Board must hold a public hearing of ASTA's initial contract proposal to the District for the 2024-25 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.

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

10.24 ***Memorandum of Understanding (MOU) with ASTA, Health and Welfare Program Changes for 2025*** ***ACTION ITEM***

Background Information:
From years 2009-10 through 2023-24 costs for health and welfare benefits have grown from $39.8 million per year to $66 million per year, which is an increase to the District of $26.2 million. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the Anaheim Secondary Teachers Association (ASTA) on health and welfare changes for the PPO and EPO plans. For calendar year 2025, the maximum District contribution to the blended super composite rate will be $20,559, which is an increase of $2,537, per employee from calendar year 2024.

Budget Implication:
The projected increase for all employee groups is $7.3 million, which for the 2025 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU with ASTA for the 2025 health and welfare program. **[EXHIBIT TT]**

10.25 ***Memorandum of Understanding (MOU) with APGA, Health and Welfare Program Changes for 2025*** ***ACTION ITEM***

Background Information:
From years 2009-10 through 2023-24 costs for health and welfare benefits have grown from $39.8 million per year to $66 million per year, which is an increase to the District of $26.2 million. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the Anaheim Personnel and Guidance Association (APGA) on health and welfare changes for the PPO and EPO plans. For calendar year 2025, the maximum District contribution to the blended super composite rate will be $20,559 which is an increase of $2,537, per employee from calendar year 2024.

Budget Implication:
The projected increase for all employee groups is $7.3 million, which for the 2025 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU with APGA for the 2025 health and welfare program. **[EXHIBIT UU]**

10.26 ***Memorandum of Understanding (MOU) with CSEA, Health and Welfare Program Changes for 2025*** ***ACTION ITEM***

Background Information:
From years 2009-10 through 2023-24 costs for health and welfare benefits have grown from $39.8 million per year to $66 million per year, which is an increase to the District of $26.2 million. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee

associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the California School Employees Association (CSEA) on health and welfare changes for the PPO and EPO plans. For calendar year 2024, the maximum District contribution to the blended super composite rate will be $20,559, which is an increase of $2,537, per employee from calendar year 2024.

Budget Implication:
The projected increase for all employee groups is $7.3 million, which for the 2025 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU with CSEA for the 2025 health and welfare program. **[EXHIBIT VV]**

10.27 ***Memorandum of Understanding (MOU) with AFSCME, Health and Welfare Program Changes for 2025*** ***ACTION ITEM***

Background Information:
From years 2009-10 through 2023-24 costs for health and welfare benefits have grown from $39.8 million per year to $66 million per year, which is an increase to the District of $26.2 million. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the American Federation of State, County and Municipal Employees (AFSCME) on health and welfare changes for the PPO and EPO plans. For calendar year 2025, the maximum District contribution to the blended super composite rate will be $20,559, which is an increase of $2,537, per employee from calendar year 2024.

Budget Implication:
The projected increase for all employee groups is $7.3 million, which for the 2025 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU with AFSCME for the 2025 health and welfare program. **[EXHIBIT WW]**

10.28 ***Memorandum of Understanding (MOU) with MMA, Health and Welfare Program Changes for 2025*** ***ACTION ITEM***

Background Information:
From years 2009-10 through 2023-24 costs for health and welfare benefits have grown from $39.8 million per year to $66 million per year, which is an increase to the District of $26.2 million. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:
The District has negotiated this MOU with the Mid-Managers Association (MMA) on health and welfare changes for the PPO and EPO plans. For calendar year 2025, the maximum District contribution to the blended super composite rate will be $20,559, which is an increase of $2,537, per employee from calendar year 2024.

Budget Implication:
The projected increase for all employee groups is $7.3 million, which for the 2025 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the MOU with MMA for the 2025 health and welfare program. **[EXHIBIT XX]**

SUPERINTENDENT'S OFFICE

10.29 ***Revised Board Policy 6203.1 (9270), Conflict of Interest, First Reading*** ***INFORMATION ITEM***

Background Information:
The Political Reform Act requires every agency to review its conflict of interest code and to notify the code reviewing body (Board of Trustees) if their current code is accurate, or alternatively, that their code must be amended.

Current Consideration:
The Board of Trustees is requested to review revised Board Policy 6203.01, Conflict of Interest Code. Changes to the policy include the removal and the addition of various positions, as indicated on "Exhibit A."

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees review the revised policy. **[EXHIBIT YY]**

11. **CONSENT CALENDAR** ***ACTION ITEM***

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

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

BUSINESS SERVICES

11.1 ***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 2024-25 year is $1,222. 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.

11.2 ***Agreements, Transportation***

Background Information:
The Board of Trustees has previously approved agreements to provide transportation services to third parties, such as private schools and other school districts.

Current Consideration:
The District would like to continue offering transportation services to the following groups once again. The agreements are in effect September 1, 2024, through June 30, 2025.

11.2.1 Cypress Community Festival Association **[EXHIBIT ZZ]**
11.2.2 Vibrant Minds Charter School **[EXHIBIT AAA]**
11.2.3 Zion Lutheran Church **[EXHIBIT BBB]**

Budget Implication:
The transportation agreements provide 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 agreements.

11.3 ***Agreement, Perseus Associates***

Background Information:
The Transportation Department currently uses TransTraks Inc., a hosted online software for bus route planning, field trip requests, and scheduling, as well as employee timekeeping offered by Perseus Associates.

Current Consideration:
It is in the best interest of the District to continue using this vitally important software system for the Transportation Department. The agreement is in effect July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost for these services is not to exceed $16,000. (Transportation Funds)

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

11.4 ***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, and 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, 6) 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, and 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 18, 2024, through October 19, 2025.

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 $437,989, 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, and 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.

11.5 ***Ratification of Change Orders***

Bid #2024-18, Walker Junior High School Roofing Project	P.O. #T64A0338
Commercial Roofing Systems, Inc.	
Original Contract	$783,914
Change Order #1 **[EXHIBIT DDD]** $55,655	
New Contract Value	$839,569
Bid #2024-19, Brookhurst Junior High School Re-Roofing of Covered Walkways	P.O. #T64A0339
Letner Roofing Company	
Original Contract	$431,100
Change Order #1 **[EXHIBIT EEE]** $28,689	
New Contract Value	$459,789
Bid #2024-21, Districtwide Asphalt Paving	P.O. #T64A0341
Mission Paving and Sealing, Inc.	
Original Contract	$264,900
Change Order #1 **[EXHIBIT FFF]**	($17,147.12)
New Contract Value	$247,752.88
Bid #2024-23, Brookhurst Junior High School Exterior Painting	P.O. #T64A0342
Case & Sons Construction	
Original Contract	$293,700
Change Order #1 **[EXHIBIT GGG]**	$29,000
New Contract Value	$322,700

Bid #2024-28, Western High School	P.O. #T64A0351
Classroom Painting	
GDL Best Contractors, Inc.	
Original Contract	$114,000
Change Order #1 **[EXHIBIT HHH]**	($30,708)
New Contract Value	$83,292

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

11.6 ***Notices of Completion***

Bid #2024-17, Cypress High School	P.O. #T64A0337
Roofing Project	
C.I. Services, Inc.	
Original Contract	$1,015,168
Contract Changes	$0
Total Amount Paid	$1,015,168

Bid #2024-18, Walker Junior High School	P.O. #T64A0338
Roofing Project	
Commercial Roofing	
Original Contract	$783,914
Contract Changes	$55,655
Total Amount Paid	$839,569

Bid #2024-19, Brookhurst Junior High School	P.O. #T64A0339
Re-Roofing of Covered Walkways	
Letner Roofing Company	
Original Contract	$431,100
Contract Changes	$28,689
Total Amount Paid	$459,789

Bid #2024-21, Districtwide	P.O. #T64A0341
Asphalt Paving	
Mission Paving and Sealing	
Original Contract	$264,900
Contract Changes	($17,147.12)
Total Amount Paid	$247,752.88

Bid #2024-23, Brookhurst Junior High School	P.O. #T64A0342
Exterior Painting	
Case & Sons Construction	
Original Contract	$293,700
Contract Changes	$29,000
Total Amount Paid	$322,700

Bid #2024-28, Western High School	P.O. #T64A0351
Classroom Painting	
GDL Best Contractors, Inc.	
Original Contract	$114,000
Contract Changes	($30,708)
Total Amount Paid	$83,292

Staff Recommendation:
It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept Bids #2024-17, #2024-18, #2024-19, #2024-21, #2024-23, and #2024-28 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

11.7 ***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 III]**

11.8 ***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 JJJ]

11.9 ***Donations***

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

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports August 29, 2024, through October 6, 2024. **[EXHIBITS LLL and MMM]**

11.11 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report August 29, 2024, through October 6, 2024. **[EXHIBIT NNN]**

11.12 **SUPPLEMENTAL INFORMATION**

11.12.1 ASB Fund, August 2024 **[EXHIBIT OOO]**

11.12.2 Cafeteria Fund, July 2024 **[EXHIBIT PPP]**

11.12.3 Enrollment, Month 1 (revised) and Month 2 **[EXHIBITS QQQ and RRR]**

EDUCATIONAL SERVICES

11.13 ***Agreement, UCLA Campus Life/Community Programs Office***

Background Information:
The Higher Opportunity Program for Education (HOPE) is a student-initiated project founded by UCLA's Vietnamese Student Union (VSU) in 1999. HOPE is committed to outreaching to youths who face educational obstacles and exists to raise consciousness of and provide access to higher education through holistic empowerment. Under the support of the UCLA Community Programs Office (CPO) and the direction of VSU, HOPE strives to achieve its goals toward educational equity for all. This is accomplished through academic tutoring, peer advising, workshops, and field trips.

Current Consideration:
HOPE will continue to partner with Loara High School to provide additional support to enrolled students. Services are being provided September 26, 2024, through September 26, 2027. The agreement will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

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

11.14 ***Agreement, Marcus Management Solutions (MMS)***

Background Information:
Since the late 1990s, Marcus Management Solutions has helped many local school districts and nonprofit organizations to write grants. In particular, they have helped Anaheim Elementary School District (AESD) and Anaheim Family YMCA to write grants for mental health programs, Tobacco Use Prevention Education (TUPE), and 21st Century Community Learning Centers, such as Anaheim Achieves. They provide grant writing services free of cost to these organizations; however, when a grant is awarded, then they provide evaluation management services for programs funded by the grant. The District became the lead fiscal agency for a TUPE consortium grant between AESD and the District, in the amount of $1.6 million for a three-year term 2023-26. Marcus Management Solutions was chosen as the TUPE grant evaluators for three terms totaling $5.26 million in external grant funds coming to the District over the 10-year period (2014-24).

The TUPE grant requires that an independent program evaluator prepare the annual program evaluation report that must be submitted to the California Department of Education (CDE). Marcus Management Solutions has been selected to provide the program evaluation services again for this third, three-year grant term.

Current Consideration:
The Board of Trustees has accepted a TUPE grant award in the amount of $520,507 for Year 2 funding (2024-25). Marcus Management Solutions was selected to provide the program evaluation services. To secure these services, the District will enter into an agreement with Marcus Management Solutions. Services are being provided July 1, 2024, through June 30, 2025.

Budget Implication:
The costs for these services are not to exceed $50,749.43 for the first fiscal year. (TUPE Funds)

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

11.15 ***Sales and Services Agreement, UCI Science Project***

Background Information:
UCI Science Project, out of the University of California, Irvine's School of Education, is grounded in research-based educational practices and understands the paradigm shifts needed for the Next Generation Science Standards. Their goal is to support educators to be transformative leaders who build capacity in their schools through empowering learning experiences. The District initiated the partnership with UCI Science Project in October 2020, supporting science teachers in the NGSS Certification Program-tier 1 with an emphasis upon equity in NGSS. Additionally, UCI Science Project supported the facilitation of the science course lead teams across the District, presented to administrators around the work with the science teams, and provided professional learning specific to the alternative education science teams.

Current Consideration:
The District would like to continue to partner with UCI Science Project to support implementation of NGSS, offer professional learning catered to District and site needs, as well as support our science educators in the classroom through lesson studies and sustained partnerships. The partnership will continue to support all science teachers, but will be emphasizing support for the site administrators in the NGSS implementation. Services are being provided August 1, 2024, through June 2, 2025. The agreement will be signed following Board approval.

Budget Implication:
The total costs for these services are not to exceed $13,200. (LCFF Funds)

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

11.16 ***Agreement, Inspired Resolutions Licensed Clinical Social Worker Inc., Servite High School***

Background Information:
The District is required to extend certain federal categorical program resources to private schools within its boundaries. 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:
Inspired Resolutions owner Brandon Joffe, is a licensed clinical social worker (LCSW). He will oversee and assign Inspired Resolutions counselors who will provide mental health services and training to Servite High School staff and students. The services will assist Servite in the further improvement of school conditions for student learning, as well as maintaining a safe

and welcoming campus culture. Services will be provided October 18, 2024, through May 25, 2025.

Budget Implication:
The total cost is not to exceed $12,000. (Title IV Funds)

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

11.17 ***Agreements, District Theatre and Dance Workshop*** ***ACTION ITEM***

Background Information:
The District's Theatre and Dance program was initiated in 2005, and it has given the District's theatre and dance students an annual opportunity to have their talents showcased at a Districtwide event. As part of the preparation for this event, students receive a college-level professional dance or theater experience, such as workshops on acting or dance technique, choreography, theatrical writing, composition, theatrical design, improvisation, as well as ethnic and world forms of dance.

Current Consideration:
Independent contractor agreements have been prepared, at an amount not to exceed $300 for each, with the following theatre and dance clinicians:

11.17.1 Jennifer Acevedo **[EXHIBIT WWW]**
11.17.2 Autumn Browne **[EXHIBIT XXX]**
11.17.3 Quintan Craig **[EXHIBIT YYY]**
11.17.4 Jason DeRoest **[EXHIBIT ZZZ]**
11.17.5 Eswinn Diaz **[EXHIBIT AAAA]**
11.17.6 Heather Gillette **[EXHIBIT BBBB]**
11.17.7 Vincent Harris **[EXHIBIT CCCC]**
11.17.8 Donny Jackson **[EXHIBIT DDDD]**
11.17.9 Michael Mueller **[EXHIBIT EEEE]**
11.17.10 Chris Sebo **[EXHIBIT FFFF]**
11.17.11 Vicki Sundgren **[EXHIBIT GGGG]**

This year, the District Theatre and Dance program was held on September 28, 2024.

Budget Implication:
The total costs for these services are not to exceed $3,300. (Title IV Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the agreements.

11.18 ***Agreement, Serve the People Community Health Center***

Background Information:
Serve the People Community Health Center is a nonprofit federally-qualified community health center in Santa Ana. The agency offers medical, vision, dental, and mental health services to low-income, uninsured, and homeless patients in our community. The mission of the Serve the People Vision Program is to provide eye care and glasses to patients without access to these services and to prevent blindness for those in our community who have vision-threatening eye diseases.

The agency's mobile school-based vision clinic provides on-site eye exams and new prescription glasses to school children. They aim to provide vision screenings, eye exams, and new prescription glasses to over 12,000 school-age children each year.

In addition, Serve the People offers comprehensive health care services at their clinic based in Santa Ana. Through a referral process, families can be linked and be seen for free or low-cost health exams, sports physicals, and other health services at the clinic's offices in Santa Ana.

Current Consideration:
During the 2023-24 year, Serve the People Community Health Center conducted 571 eye exams and provided 412 free eyeglasses across thirteen school sites. This greatly increases the likelihood of children getting the eye care and glasses they need to succeed both in and out of school. This program has been an impactful resource that is aligned with the District's efforts in providing community-based support services. Serve the People Community Health Center is requesting to continue to provide services and enter into a four-year agreement, which will ensure continuity of care and minimize gaps in services. Services will be provided October 31, 2024, through August 31, 2028.

Budget Implication:
There is no impact to the budget.

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

11.19 ***Amendments, Agreement, Hazel Health, Inc. and Telehealth Services USA***

Background Information:
The Department of Health Care Services (DHCS) created the Student Behavioral Health Incentive Program (SBHIP) designating $389 million over a three-year period for Medi-Cal managed care plans to increase access to preventive, early intervention, and behavioral health services by school-affiliated behavioral health providers for TK-12 children in public schools. Through some SBHIP funds, CalOptima approved up to $8.4 million in funding to Hazel Health, Inc. and Telehealth Services USA (Hazel Health) to provide telehealth counseling services through a telehealth platform that can be accessed by the 442,000 public school students in Orange County. Hazel Health provides a telehealth platform that facilitates access to mental health services.

Current Consideration:
The District has a formal agreement with Hazel health that expires December 31, 2024. CalOptima extended the contract with Hazel Health through June 30, 2025, allowing for school districts to continue providing this telehealth service to students. The District is currently utilizing the agency's home-based telehealth services, whereupon obtaining consent from the parent, the student receives mental health care when at home via telehealth. The District is requested to approve two amendments to the original agreement in order to remove sections 6.2 and 6.3 of the agreement and replace with the following language: "To the extent required under state law or third-party payer rules and only for students who did not opt out to receive services, Hazel Health shall obtain a valid patient informed consent to telehealth services, and shall place the consent in the patient's health record." Services will also be extended through June 30, 2025.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendments. **[EXHIBIT IIII]**

11.20 ***Quote, MakeMusic, Inc. dba as SmartMusic***

Background Information:
The District reviewed SmartMusic and other supplemental, educational technology applications during the 2021-22 year to advocate for standard applications in the school years that follow. SmartMusic was used by all instrumental and vocal music teachers, as well as all band, orchestra, and choir students.

Current Consideration:
It is requested that the District renew the SmartMusic application, now called MakeMusic, for teachers and students for the 2024-25 year. Services will be provided October 18, 2024, through July 31, 2025.

Budget Implication:
The total cost is not to exceed $35,774.80. (Title IV Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the quote. **[EXHIBIT JJJJ]**

11.21 ***Agreement, Piggyback Bid, Purchase Through Public Corporation or Agency, T-Mobile Project 10Million***

Background Information:
The District implemented T-Mobile's internet hotspots in 2018 to provide students with internet connectivity for instructional purposes. While the District presently uses paid, unlimited hotspots, we have made use of free hotspots with limited capacity since our initial 2018 use.

Current Consideration:
The District will provide 75 total student hotspots with an annual capacity of 100 GB of high-speed data. The hotspots will be equally distributed to South, Sycamore, and Orangeview junior high schools as a condition of the California Emerging Technology Fund (CETF) Agreement for Collaboration with School Districts School2Home Education Collaborative. Project 10Million provides content filtering through T-Mobile. Students may be migrated to an EmpowerED 2.0 paid device if use exceeds or is trending to exceed the annual 100 GB capacity.

The National Association of State Procurement Officials (NASPO), an alliance consisting of many states throughout the United States, provides its members with better purchasing power and deeply discounted prices. An aggregate of requirements has been pooled with other members of the NASPO alliance to obtain the lowest prices based on economies of scale. Utah was the state that took the lead and processed bids that resulted in an award of a contract to T-Mobile USA, Inc. This will allow the District to purchase hotspots with connectivity under Utah NASPO Valuepoint Master Agreement No. MA176 utilizing California Participating Addendum PA-2022-WDV-TMUS pursuant to Government Code 10298, 10299, and 12100, et seq. The agreement will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

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

11.22 ***Agreement, Barnett Berry***

Background Information:
Mr. Barnett Berry was a research professor at the University of South Carolina 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 the District. Dr. Berry collaborated with the District on behalf of the Anaheim Collaborative to apply for the Profiles in Collective Leadership (PCL) grant with Carnegie Corporation of New York and Transcend. The Anaheim Collaborative was awarded the $200,000 grant in April 2024.

Current Consideration:
As part of the PCL grant action plan, the District would like to hire Dr. Berry as a consultant to assist the District in developing and sustaining a professional learning system for teachers using metrics that support whole child education. Services are being provided October 11, 2024, through May 23, 2025.

Budget Implication:
The total cost for these services is not to exceed $25,000. (Carnegie Fund)

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

11.23 ***Instructional Membership, College Board***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the membership with College Board for the 2024-25 year, at an amount not to exceed $400. (General Fund)

11.24 ***Instructional Materials Submitted for Adoption***

Staff Recommendation:
The Instructional Materials Review Committee has recommended the selected books for ethnic studies, social science, and visual and performing arts courses. The books have been made available for public view. Future purchases of these materials will be paid by Lottery Funds and Committed Textbook Funds. **[EXHIBIT MMMM]**

11.25 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in English language arts and U.S. history/ethnic studies. 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 18, 2024, through November 14, 2024.

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

11.26 ***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 OOOO]**

11.27 ***Field Trip Report***

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

HUMAN RESOURCES

11.28 ***Memorandum of Understanding (MOU), Groundswell***

Background Information:
Groundswell and the District have a long-standing relationship that dates back to 1998. Groundswell, has committed to work with District school site teams for the purpose of establishing a comprehensive school inter-group relations program. Groundswell agrees to provide services, which include, but are not limited to: Conflict Support at Hope School.

Current Consideration:
The scope of services for Conflict Support at Hope School aim to provide conflict intervention for the school community. Groundswell has pledged to staff two facilitated Restorative Dialogues/Meditations and one Restorative Conference/Circle by two Groundswell staff at Hope School. Services are being provided September 10, 2024, through October 30, 2024.

Budget Implication:
The total cost of services is not to exceed $6,000. (General Fund and/or LCFF Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the MOU. **[EXHIBIT QQQQ]**

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

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had agreements in place with Azusa Pacific University since 2003.

Current Consideration:
Students will work under the supervision of District personnel including school site master teachers, psychologists, or other leaders relevant to their field of study to develop skills that prepare them for a career in education. This agreement provides opportunities for all students and interns in their respective fields to observe, participate, and assist. Additionally, District personnel will model professional attire, development, and conduct.

This agreement is in effect July 1, 2024, through June 30, 2029. The MOU will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the MOU. **[EXHIBIT RRRR]**

11.30 ***2024-25 First Quarterly Report, Williams Uniform Complaints***

Background Information:
The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:
The Williams Uniform Complaints Fourth Quarterly Report, July 1, 2024, through September 30, 2024, states there were no complaints during this quarter.

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 accept the report. **[EXHIBIT SSSS]**

11.31 ***2023-24 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 2023-24 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 TTTT]**

11.32 ***Certificated Personnel Report***

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

11.33 ***Classified Personnel Report***

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

SUPERINTENDENT'S OFFICE

11.34 ***Conference and/or Meeting***

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

ASCD Leadership Summit, October 19, 2024, Nashville, TN, at a cost not to exceed $1,200. (Stuart Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve for the superintendent to attend the conference.

11.35 ***Board of Trustees' Meeting Minutes***

11.35.1 September 12, 2024, Regular Meeting **[EXHIBIT WWWW]**
11.35.2 September 17, 2024, Special Meeting **[EXHIBIT XXXX]**

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

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

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

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

14. **ADVANCE PLANNING**

INFORMATION ITEM

14.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, November 14, 2024, at 6:00 p.m.

Thursday, December 12 Thursday, December 19

14.2 ***Suggested Agenda Items***

15. **ADJOURNMENT** ***ACTION ITEM***

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, October 15, 2024.

EXHIBIT A

Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

School:	Anaheim High School	Date of Application:	August 18th, 2024

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:

Korean Club

Purpose of the group:

The purpose of the Korean club shall be to give students exposure to different cultures, in this case Korean culture. The Korean club shall increase the awareness of Korean culture to students in fun engaging activities. This club is an area where students with similar interests about Korean culture can connect with each other. The Korean club will offer learning opportunities in the Korean language as well.

Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	TBD	Time:	3:30	Location:	Room 900, Anaheim High School

Applicant's Signature:	Joanne	Date:	08/20/2024
Printed Name:	Joanne Park		

Advisor's Signature:		Date:	08/20/24
Printed Name:	Karina B. Jaime		

Karina B. Jaime

Principal's Signature:		Date:	8/22/24
Printed Name:	Ruben Calleros		

Ruben Calleros

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

Assistant Superintendent's Signature:		Date:	9/26/24

Dr. Jaron Fried

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

AUHSD Student Leaders
ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT B

Anaheim Union High School District / Education Division

Application for Curriculum-Related Student Organizations

Name of Organization: Law & Logic

School: Anaheim High School

Name(s) of student(s) making application: Itzel Cordova and Steven Peregrino

Staff Sponsor(s): Oscar Nunez

List purposes, objectives, and activities of the organization (attach a copy of Constitution and By-Laws)

Purpose: The purpose of the club being proposed is for students to have an opportunity to learn about psychology and law in an in-person setting, since they can only take it online for dual enrollment. This club will have many hands-on experiences that will allow students to explore these potential majors on a deeper level. It's a law informational club that dives into criminology along with psychology, why a killer did what they did, how they did it, and how the justice system will crack down on them. This club connects the two and gives an opportunity for students to engage or learn both fields, creating an exploration for an interest in either major. Our goal is to give a space for our club members to explore and be educated on those matters.

Activities: Bondings, Fundraising (ex. bake sales, selling at school events, etc.) , Community Service, Discovering the psychological intentions, Promoting the club, doing hands-on activities having to do with the law and psychology fields

Objectives: To provide an opportunity for those who can't take the class in person since it is not offered, along with allowing people with interest to further explore the fields. People can also be educated on important topics of law and psychology.

https://docs.google.com/document/d/1VJ8CLIAwegOCrC4rOfNY94fxxVfFasMuC3EL5aUC8U/edit?usp=sharing

Proposed meetings:

Day(s):	Fridays	Time(s):	3:45-4:15 p.m. OR in mornings	Location:	Anaheim High School

Special equipment? ✓No ☐Yes – Describe: N/A

Qualifications for membership, if any: N/A

How are officers elected? Officers are elected through an interview process

Term? 2024-2025

State relationship to curriculum and/or instructional program of the district, and describe how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:

State Relationship to Curriculum and Instructional Program

The proposed psychology and law club aims to serve as an essential extension of the district's curriculum by providing students with hands-on experiences in the fields of psychology and law, specifically focusing on the course "Law and Logic." This initiative addresses the current gap in in-person learning opportunities. The club aligns with the district's commitment to fostering comprehensive education and supporting students' exploration of potential majors in criminology, psychology, and legal studies.

Courses of Study and Programs

The club will supplement the "Law and Logic" course by offering additional learning opportunities that enhance students' understanding of legal reasoning and psychological principles. Students will engage in activities that explore:

Legal Reasoning: Understanding the principles of logic as they apply to legal arguments and decision-making.

Psychological Insights: Examining how psychological factors influence legal processes and outcomes.

Criminal Behavior: Analyzing the motivations behind criminal actions and the implications for justice.

Instructional Materials and Learning Resources

The club will utilize a variety of instructional materials and learning resources, including:

Case Studies: Real-world legal cases that illustrate the application of logic in law and the psychological aspects of criminal behavior.

Guest Speakers: Professionals from the fields of law and psychology who can provide insights and share their experiences.

Multimedia Resources: Documentaries, podcasts, and articles that delve into the intersections of law, logic, and psychology.

Skills, Concepts, and Attitudes

Through the activities and discussions in the club, students will develop essential skills and concepts, including:

Critical Thinking: Analyzing complex legal scenarios and psychological motives using logical reasoning.

Collaboration: Working together on projects, community service initiatives, and fundraising activities.

Ethical Understanding: Discussing the moral implications of legal decisions and psychological assessments.

Communication Skills: Presenting findings and engaging in discussions with peers and professionals.

The club will emphasize the **5 Cs of 21st-century learning:**

1. **Critical Thinking**: Students will engage in problem-solving activities that require them to think critically about legal arguments and psychological concepts.
2. **Creativity**: The club will encourage creative approaches to exploring topics, such as developing skits or presentations based on case studies.
3. **Collaboration**: Members will work together on community service projects and fundraisers, fostering teamwork and shared responsibility.
4. **Communication**: Students will practice effective communication skills through presentations and discussions, enhancing their ability to articulate ideas clearly.
5. **Compassion Character**: The club will promote civic responsibility by engaging in community service and discussions about the role of law and psychology in society.

Evaluation Techniques

To assess whether the objectives of the club have been achieved, the following evaluation techniques will be implemented:

Surveys and Feedback: Collecting input from club members regarding their learning experiences and areas for improvement.
Participation Metrics: Tracking attendance and engagement in club activities to gauge interest and involvement.
Project Presentations: Evaluating students' understanding through presentations on specific topics related to law and logic.
Reflection Journals: Encouraging students to document their learning journey and insights gained throughout their participation in the club.

In conclusion, the psychology and law club is designed to enrich the educational experience of students by providing a platform for exploration and engagement in these fields. By connecting theoretical knowledge with practical applications and emphasizing the 5 Cs, the club will foster a deeper interest in criminology, psychology, and legal studies, preparing students for future academic and career pursuits.

Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:

The function of the staff adviser in the leadership of the organization is to guide us in activities that the club is planning on doing. Since our adviser is experienced in these fields, this will allow him to further our understanding of the topics with his real world experience over the course of his career in criminal justice/investigation. Oscar Nunez will also provide the necessary equipment required for the club because of his current curriculum in his criminal justice/investigations classes. We hope to build on the existing knowledge of current students in the class, as well as provide a comprehensive introduction to what the class is like on a day-to-day basis for people interested in the criminology/psychological majors in their future. They can also help us in giving us ideas on how to improve our club.

Will this organization be raising funds for any purpose? ☐No ✓Yes

Describe how funds will be raised and for what purpose:

Fundraisers, selling snacks, bake sales; to fund activities, school events. This will allow for our club to have the resources needed along with items such as club t-shirts.

The undersigned agrees to comply with all applicable district policies, guidelines, and rules, as adopted and amended:

Signature of the student making the application:	Itzel Cordova Guerrero Steven Peregrino
The printed name of the student making the application:	Itzel Cordova and Steven Peregrino
Signature of faculty sponsor:	Oscar Nunez
The printed name of faculty sponsor:	Oscar Nunez

Faculty sponsor: I have reviewed this application and
✓ the application is complete ☐✓the Constitution/By-Laws are attached ☐the application is not complete

Signature of School Principal:	**Date:**
	8/21/24

Ruben Calleros

Signature of Assistant Superintendent of Education:		Date:
	Dr. Jaron Fried	9/26/24

Education Office Use Only:

Board of Trustees action:	☐Approved	☐Denied	Date:	

Submit completed form to the Assistant Superintendent of Education (mail location #15).

AUHSD Student Leaders
ANAHEIM UNION HIGH SCHOOL DISTRICT

Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Anaheim High School	Date of Application:	10/1/24

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:

STEAM Society

Purpose of the group:

The purpose of the club shall be to serve as a platform for students to connect with like-minded peers who share an interest with STEAM pathways. Allowing them to share their knowledge and create memorable experiences while engaging in STEAM related activities.

Frequency of group meetings:

1 general meeting per month

Proposed meeting day, time and location:

Day:	1st Monday	Time:	3:30	Location:	Room 56

Applicant's Signature:	Hannah Grubbs	Date:	10/1/24
Printed Name:	Hannah Grubbs		[redacted]

Advisor's Signature:	Juan Pablo Garcia	Date:	10/1/2024
Printed Name:	Juan Pablo Garcia		[redacted]

Principal's Signature:	Ruben Calleros	Date:	10/1/2024
Printed Name:	Ruben Calleros		[redacted]

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

Assistant Superintendent's Signature:	 Dr. Fried	Date:	10/2/24

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

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High	Date of Application:	8/14/2024

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:

BTJ (Build The Journey)

Purpose of the group (Please describe thoroughly):

The BTJ club will build a journey through a video game that we will develop. I believe this will make a phenomenal change to how a lot of students can put their gaming skills, and love for games in line with their education; this doesn't only apply to people who love gaming, but also people who have other interests such as programming, digital art, or even English skills such as story-telling. This project teaches: Game Development, Digital Art, and Narration skills related to English. So, anyone with these interests can put their knowledge or willingness to learn to action through this club. The Game will be developed throughout the school year during club meetings, this will be a continuous project where we'll continue to add more levels and depth to the story-line. This club isn't related to the Programming club, because their goal is to teach various different types of programming skills and put it into action. but this project focuses on properly developing a product that can be used for actual industrial purposes, ultimately giving every club member a chance to delve into an actual career-based project.

Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	Mondays	Time:	12:45pm-1:15pm	Location:	Room:322

Applicant's Signature:	Nandini S.	Date:	8/25/2024
Printed Name:	Nandini Yashaswini Devi Sarikonda		

Advisor's Signature:		Date:	8/25/2024
Printed Name:	Chris Johnson		

Principal's Signature:		Date:	8/19/24
Printed Name:	Jennifer Brown		

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

Assistant Superintendent's Signature:		Date:	9/26/24

Dr. Jaron Fried

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

EXHIBIT E

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High	Date of Application:	9/19/24

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:
Content Creation Club

Purpose of the group (Please describe thoroughly):
The purpose of the club is to inform students about the process of creating content for social media and how to use it to bring awareness to situations or to gain popularity.

Frequency of group meetings:
Every other week

Proposed meeting day, time and location:

Day:	Tuesday	Time:	Lunch	Location:	Rm.220

Applicant's Signature:	Marcus Kim	Date:	9/19/24
Printed Name:	Marcus Kim Marcus Kim		
Advisor's Signature:	Terri Vu	Date:	9/19/24
Printed Name:	Terri Vu Terri Vu		
Principal's Signature:	Jennifer Brown	Date:	9/20/24
Printed Name:	Jennifer Brown		

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

Assistant Superintendent's Signature:		Date:	9/24/24

Dr. Jaron Fried

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

EXHIBIT F

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High	Date of Application:	8/22/2024

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:

Greek Club

Purpose of the group (Please describe thoroughly):

A Greek club in high school would offer students learn about Greek culture, history, and traditions by allowing students to explore the origins of democracy, philosophy, and art, in a fun and interactive way. It also provides an opportunity for culinary exploration, where students can taste and learn about traditional Greek dishes, enhancing their appreciation for diverse cuisines. Moreover, the club fosters community building by bringing together students with shared interests and creating a sense of belonging. By participating in activities like Greek-discussions with an emphasis on dance and the language to benefit social engagement and students can gain a better understanding of the greek culture, all while enjoying cultural exchanges and enriching their school experience.

Frequency of group meetings:

Once every two weeks

Proposed meeting day, time and location:

Day:	Monday	Time:	12:55	Location:	Mrs. Karapoulios Classroom

Applicant's Signature:	Batsaras	Date:	8/26/24
Printed Name:	Eirini Batsaras		[redacted]
Advisor's Signature:		Date:	8/26/24
Printed Name:	Eleni Karapoulios		[redacted]
Principal's Signature:		Date:	8/24/24
Printed Name:	Jennifer Brown		[redacted]

Eleni Karapoulios

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

Assistant Superintendent's Signature:		Date:	9/26/24

Dr. Jaron Fried

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

EXHIBIT G

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High	Date of Application:	8/29/24

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:
iCAN Youth Council

Purpose of the group (Please describe thoroughly):
In this youth council, we as high schoolers can share input and create research posters on various pediatric medical topics. This is to build awareness and observe changes over time through data.

Frequency of group meetings:
Every other Monday

Proposed meeting day, time and location:

Day:	Monday	Time:	Lunch	Location:	Room 218

Applicant's Signature:	S. Devanathan	Date:	9/3/24
Printed Name:	Sanjana Devanathan		

Advisor's Signature:	K Nguyen	Date:	9/3/24
Printed Name:	Ms. Khanh Nguyen		

Principal's Signature:	J Brown	Date:	9/4/24
Printed Name:	Jennifer Brown		

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

Assistant Superintendent's Signature:		Date:	9/26/24

Dr. Jaron Fried

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

EXHIBIT H

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High	Date of Application:	8/16/24

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:

Jesus Club

Purpose of the group (Please describe thoroughly):

Jesus clubs is unique from other Christian clubs because it caters to all youth in their walk with Jesus. Some youth have never heard of the Bible or Jesus. Jesus Club offers an experience that is easy to understand and enjoy for all!

Some clubs dive into studies of the bible for youth who already have their faith established. Jesus Club offers growth for the first timer, nonbeliever, believer, and insight for the lifelong Jesus follower. Jesus club is open to youth who are associated with other religions, it is not just for Christians.

In Jesus Clubs the Gospel of Jesus is shared. Specifically sharing His loving, healing and saving power to all of those who want it.

Frequency of group meetings:

once a week

Proposed meeting day, time and location:

Day:	Tuesday	Time:	12:45pm	Location:	room 112

Applicant's Signature:	Doris Trujillo	Date:	8/16/24
Printed Name:	Doris Trujillo		[redacted]
Advisor's Signature:	Matt Tweed	Date:	8/16/24
Printed Name:	Matthew Tweed		[redacted]
Principal's Signature:		Date:	8/20/24

Printed Name:	Jennifer Brown	[redacted]

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

Assistant Superintendent's Signature:		Date:	9/26/24

Dr. Jaron Fried

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

EXHIBIT I

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High	Date of Application:	8/30/24

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:

Surfrider Foundation

Purpose of the group (Please describe thoroughly):

The Surfrider Foundation is dedicated to protect and preserve the world's oceans, waves, and beaches fostering a diverse and inclusive organization. Through a shared love for the ocean we aim to make a positive impact each day and work hard to protect it. The foundation is a community of everyday people who protect our ocean, waves and beaches. They also have an outreach initiative designed to eliminate the impacts of plastics in the marine environment. I believe that this foundation will make a difference in our oceans and I'd love to be part of the organization with the help of my fellow students at Cypress High School. Through a network of chapters, Surfrider affects changes at a local level by community involvement and cooperation with local cities and government.

Frequency of group meetings:

Every first and third Thursdays of the month

Proposed meeting day, time and location:

Day:	Thursday	Time:	Lunch	Location:	Room 216

Applicant's Signature:	Kaiya C.	Date:	8/30/24
Printed Name:	Kaiya Choi		[redacted]

Advisor's Signature:		Date:	8/30/24
Printed Name:	Erin Doherty		[redacted]

Principal's Signature:		Date:	9/4/24
Printed Name:	Jennifer Brown		

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

Assistant Superintendent's Signature:		Date:	9/24/24

Dr. Jaron Fried

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

EXHIBIT J

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	September 5, 2024

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:

Teens Against E-waste (TAE)

Purpose of the group (Please describe thoroughly):

We strive to help Cypress become a school that is more environmentally conscious, by spreading awareness about the harmful effects of e-waste specifically batteries.

Frequency of group meetings:

Once of month (First Thursday)

Proposed meeting day, time and location:

Day:	Thursday	Time:	12:45 PM	Location:	Room 109

Applicant's Signature:	Ellie Choe carysee	Date:	9/9/2024
Printed Name:	Carys Lee, Ellie Choe		
Advisor's Signature:	Chang	Date:	9-5-2024
Printed Name:	Sunny Chang		
Principal's Signature:		Date:	9/6/2024
Printed Name:	Jennifer Brown		

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

Assistant Superintendent's Signature:		Date:	9/26/24

Dr. Jaron Fried

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

EXHIBIT K

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High	Date of Application:	8/28/24

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:
Turning Point USA

Purpose of the group (Please describe thoroughly):
The purpose of this group is to teach students the government process, as well as encouraging them to get involved in their local government.

Frequency of group meetings:
Every Other Monday of the month.

Proposed meeting day, time and location:

Day:	Monday	Time:	12 :45-1:15	Location:	Room 402- Cypress High School

Applicant's Signature:	MS	Date:	8/28/24
Printed Name:	Marven Sedhom		[redacted]
Advisor's Signature:		Date:	8/28/24
Printed Name:	Steven Cini		[redacted]
Principal's Signature		Date:	8/30/24
Printed Name:	Jennifer Brown		[redacted]

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

Assistant Superintendent's Signature:		Date:	9/24/24

EXHIBIT L

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High	Date of Application:	08/13/2024

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:

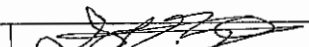
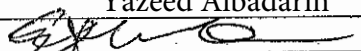
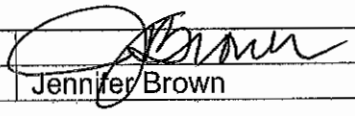
Name of proposed group:
The Bike Club

Purpose of the group (Please describe thoroughly):
The Purpose of this club is to educate people on bikes, and how to maintain bikes without having to go to a bike shop every time you have a flat tire.

Frequency of group meetings:
Once every 2-weeks

Proposed meeting day, time and location:

Day:	Wednesday	Time:	Lunch	Location:	Mr. Gregnanos room

Applicant's Signature:		Date:	8/22/24
Printed Name:	YAZEED ALBADARIN Yazeed Albadarin		
Advisor's Signature:		Date:	8/22/24
Printed Name:	Ethan Gragnano		
Principal's Signature:		Date:	8/22/24
Printed Name:	Jennifer Brown		

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

Assistant Superintendent's Signature:		Date:	9/24/24

Dr. Jaron Fried

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

EXHIBIT M

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High	Date of Application:	August 27, 2024

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:

Varsity Talks

Purpose of the group (Please describe thoroughly):

Varsity Talks is an organization that is centered on commending our student athletes on their incredible commitment and performance on and off the field. Additionally, Varsity Talks aims to create a more inclusive society amongst students and athletes by publicizing game attendance and commending athletes on their performance at club meetings, on social media, and through compensation.

Frequency of group meetings:

Board Meetings: Bi-weekly (2nd, 4th Fridays)
Varsity Meetings: Monthly (4th Friday)

Proposed meeting day, time and location:

Day:	Friday	Time:	Lunch Pd.	Location:	Gymnasium

Applicant's Signature:	[signature]	Date:	8/27/24
Printed Name:	Ryan Hwang		[redacted]

Advisor's Signature:	[signature]	Date:	8/30/24
Printed Name:	Mr. Ethan Gragnano		[redacted]

Principal's Signature:	[signature]	Date:	9/12/24
Printed Name:	Jennifer Brown		[redacted]

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

Assistant Superintendent's Signature:		Date:	9/4/24

Dr. Jaron Fried

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

EXHIBIT N

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	08/15/2024

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:
Unheard Cries at Cypress High School

Purpose of the group (Please describe thoroughly):
Unheard Cries is committed to loving our brothers and sisters in Africa and the Middle East in Christ by providing humanitarian and educational aid.

Frequency of group meetings:
bi-weekly

Proposed meeting day, time and location:

Day:	Wednesday	Time:	At Lunch	Location:	407

Applicant's Signature:	[signature]	Date:	09/06/2024
Printed Name:	Jonathan Beshara		

Advisor's Signature:	[signature]	Date:	09/10/2024
Printed Name:	Brandon Perez		

Principal's Signature:	[signature]	Date:	9/12/24
Printed Name:	Jennifer Brown		

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

Assistant Superintendent's Signature:	[signature] Dr. Jaron Fried	Date:	9/20/24

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

School:	Gilbert High School	Date of Application:	8/22/2024

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:

GHS Anime Club Gilbert High School Anime Club

Purpose of the group:

To spread love of Japanese culture through various forms of media. Anime, Manga, and Japanese Pop will be featured in our meetings and activities.

Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day:	Wednesday	Time:	11:50 am	Location:	Room 39

Applicant's Signature:	Arturo Ornelas	Date:	8/22/24
Printed Name:	Arturo Ornelas Avila		

Advisor's Signature:		Date:	8/22/24
Printed Name:	Robert Nakayama		

Principal's Signature:		Date:	8/26/24
Printed Name:	Jose Lara		

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

Asst Superintendent's Signature:		Date:	9/26/24

Dr. Jaron Fried

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

AUHSD Student Leaders
ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT P

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Gilbert High School	Date of Application:	8/22/24

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:
Graffing for Hope

Purpose of the group:
Re-engage students(who have dropped out, stopped showing up, are struggling, etc) back into school through using graffiti/street art to create inspirational messages on campus murals

Frequency of group meetings:
1x/week

Proposed meeting day, time and location:

Day:	Friday	Time:	Lunch	Location:	Room 40

Applicant's Signature:		Date:	8/22/24
Printed Name:	Jose Gonzalez		

Advisor's Signature:		Date:	8/22/24
Printed Name:	Jenni Camarena		

Principal's Signature:		Date:	8/28/24
Printed Name:	**Jose Lara**		

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

Assistant Superintendent's Signature:		Date:	9/26/24

Dr. Jaron Fried

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

EXHIBIT Q

Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Loara High School	Date of Application:	8/29/24

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:

Mini Saxons Preschool Club

Purpose of the group:

The purpose of the club shall Promote development in preschool children with book drives to encourage literacy at home, provide for preschoolers in need with clothing and toy donations, and also encourage fine motor skills in preschool child's development.

Frequency of group meetings:

Twice a month- Bi-weekly

Proposed meeting day, time and location:

Day:	Wed	Time:	11:55	Location:	Preschool Room 305

Applicant's Signature:	[signature]	Date:	8/29/24
Printed Name:	Zulyeira Solorio		[redacted]

Advisor's Signature:	[signature]	Date:	8/29/24
Printed Name:	Linette Perez-Nguyen		[redacted]

Principal's Signature:	[signature]	Date:	8/30/24
Printed Name:	Gary Brown		[redacted]

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

Assistant Superintendent's Signature:	[signature]	Date:	9/24/24

Dr. Jaron Fried

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

AUHSD

EXHIBIT R

Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

School:	Magnolia HS	Date of Application:	8/9/24

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:

Girls' League

Purpose of the group:

Our purpose is to empower young women and create memorable experiences between the girls of Magnolia High School and beyond!

Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	Weds.	Time:	3:25	Location:	Room 821

Applicant's Signature:	Emily Bui	Date:	08/09/24
Printed Name:	Emily Bui		

Advisor's Signature:	L. Paananen	Date:	08/09/24
Printed Name:	Lindsay Paananen		

Principal's Signature:	Aaron Chau	Date:	8/14/24
Printed Name:	Aaron Chau		

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

Assistant Superintendent's Signature:	Dr. Jaron Fried	Date:	9/26/24

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

AUHSD Student Leaders

EXHIBIT S

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Magnolia High School	**Date of Application:**	8/20/24

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:

Film Society

Purpose of the group (Please describe thoroughly):

The purpose of this club is to be able to be able to learn about film, regardless of your experience or knowledge. This club is multi faceted and can have roles such as director which would be working with a camera or being a screenwriter for someone who likes writing ect, you don't have to be experienced in film to participate in creating one.

Frequency of group meetings:

Two to three times a month, less on weeks with holidays, shorter days or assemblies.

Proposed meeting day, time and location:

Day:	Monday	Time:	12:48 - 1:10	Location:	210 - Mr Groovers room

Applicant's Signature:	Mariela Sanjines	Date:	8/20/24
Printed Name:			
Advisor's Signature:	Joe Groover	Date:	8/20/24
Printed Name:	Joe Groover		
Principal's Signature:	Aaron Chau	Date:	8/20/24
Printed Name:	**Aaron Chau**		

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

Assistant Superintendent's Signature:	**Dr. Jaron Fried**	Date:	8/20/24

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

EXHIBIT T

3Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Savanna High School	Date of Application:	9/4/24

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:

Rebel Readers

Purpose of the group:

This book club called "Rebel Readers" has a purpose to bring a safe space to a community of readers who want to share their love of books and literature. We will be reading books and discussing the contents of the book together.

Frequency of group meetings:

We will meet once a week

Proposed meeting day, time and location:

Day:	Friday	Time:	Lunch	Location:	Room 14

Applicant's Signature:	[signature]	Date:	9/4/24
Printed Name:	Bilen Demisse		[redacted]

Advisor's Signature:	Rogelio Alvarado	Date:	9/11/24
Printed Name:	Rogelio Alvarado		[redacted]

Principal's Signature:	[signature]	Date:	
Printed Name:	Michael Pooley		[redacted]

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

Assistant Superintendent's Signature:	[signature]	Date:	9/26/24

Dr. Jaron Fried

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

AUHSD

EXHIBIT U

Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Western High School	Date of Application:	08/16/2024

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.
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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:

Anaheim Kids for Kindness

Purpose of the group:

The Anaheim Kids for Kindness proposal seeks to address the critical need for equity and access to high-quality educational experiences for ALL students, regardless of ability, disability diagnosis, or social emotional needs. Student Mentor Guides will be trained and grouped with students who are differently abled for the year and will work on a number of small projects together. Our students who are often labeled "high caliber" kids are exposed to several workshops, conferences and training, and unfortunately, these opportunities become exclusive to them and are considered equal access, but are not equitable. The goal of this grant is four fold: 1) Train Student Mentor Guides and create opportunities to form genuine friendships with differently abled; 2), encourage as many of our differently abled students to attend leadership or skill based workshops with a Student Mentor Guide; 3) Have the mentors lead smaller scale workshops for the differently abled students; 4) Provide students with real world experiences through learning based field trips and community building events at local venues.

Our city is known as the "City of Kindness." The Anaheim Kids for Kindness requires a sense of social responsibility. Students from grades 9-12 will act as guides who help mentor differently abled students (We refer to the common "Students with Disabilities, AKA SWDs" label as such in our attempts to change the negative verbiage) through school and life events, including student lead opportunities, and situations. Student Mentor Guides will be recruited through typical club events at the end of the year. These leaders will spend the summer meeting and identifying common high school experiences to cover for the year. Examples include; introducing themselves to a class/friend; attending a school event such as football or a dance; how to organize themselves to start the year including how to use a daily/weekly planner/calendar. Student Mentor Guides and their differently abled peers would benefit from peer to peer training in areas such as study skills and time management to foster their self advocacy and reliance.

Anaheim Kids for Kindness is not about creating an equal opportunity for all kids, rather it is an intentional opportunity for our disenfranchised students to be fully included and have access to the opportunities only our highest caliber students have access to. Every year, our community and district offer a number of conferences, field trips, or workshops for students to attend. Unfortunately, they are targeted only to the highest caliber students. All too often, these students are unaware of the intrinsic awards to be gleaned from exposure to exclusive opportunities. As Student Mentor Guides, they would be obligated to be aware of these opportunities, attend them, and impart knowledge gained from attending the aforementioned select contingencies to their differently abled peers in an effort to advance their buddies' secondary and post secondary efforts. Should it be a "competitive workshop," Student Mentor Guides would then return, scaffold the training, and provide peer to peer mentorship from garnered information to the buddies.

The process of empowering students through peer based scholarship is the basis of this grant proposal. There is a desperate need to create empathy among our high school students to be aware of their differently abled peers. We don't want them to feel a sense of helping others based on guilt or charity. Rather, we want these Student Mentor Guides to understand that although everyone is built differently, we can enhance our abilities through mentorship while garnering a sense of pride by helping your immediate community regardless of their ability, embracing those who may require varied levels of support. A good example of this weekly collaboration would be to have kids plot out the awareness weeks of the different disabilities. Our school does an excellent job at bringing awareness to different cultures and histories. Our dream is to enhance this by making sure differently abled students are included in this as well.

We are thrilled to introduce this project with our staff. We currently have about 200 differently abled students at our school site. At the moment, our school has: an SWD task force comprised of psychologists, speech and language pathologists, Special Education teachers, and one general education teacher; and a special buddies program that interacts with only eight moderate/severe students from a single classroom. The SWD taskforce only works with staff, while the "Buddies Program" does not include the large amount of differently abled learners Anaheim Kids for Kindness hopes to accommodate. Year after year, our differently abled students are neglected and seemingly pushed aside. Our Student Mentor Guides are also left in ignorance due to the limited or non-existent peer to peer opportunities. In order to combat this, we want the chance of change to emerge from the students--both the Student Mentor Guides, and their differently abled counterparts.

Our families who have a differently abled family member tend to be tight knit while flying below the radar. We want to celebrate these families and have them expand their community within our school. For the Fall and Spring, we would like to organize a Dinner event, where all the students' families involved in Anaheim Kids for Kindness Project can interact with one another. Our school campus recently created a space to host outdoor gatherings, and by providing a celebration of these students, we would be able to introduce the program for the Fall, and celebrate participant accomplishments in the spring.

Anaheim Kids for Kindness is committed to creating a sensitive, responsive, peer to peer atmosphere that is inclusive of all regardless of ability. This image is how we want this project to be identified by community partners and as we hopefully develop into a community partner ourselves.

Anaheim Kids for Kindness is an opportunity to create a well rounded school environment that is based on imparting skills, empathy and a collaborative spirit that can be carried on to members' future endeavors. Participants will garner much needed post secondary education and employment skills in the areas of community building, leadership, and social acceptance while enhancing personal accountability, study skills, and time management in a fun, peer to peer based environment.

Frequency of group meetings:

Monthly

Proposed meeting day, time and location:

Day:	Tuesday	Time:	12:50	Location:	Room 24

Applicant's Signature:		Date:	8/16/2024
Printed Name:	Akasha Gould		

Advisor's Signature:		Date:	8/16/2024
Printed Name:	Gregory Taylor		

Principal's Signature:		Date:	8/16/2024
Printed Name:	Matthew Griffin		

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

Assistant Superintendent's Signature:		Date:	9/4/24

Dr. Jaron Fried

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

AUHSD Student Leaders
ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT V

Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	South Junior High School	Date of Application:	9/3/24

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.
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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:

Girl Talk

Purpose of the group:

Develop camaraderie centered around shared interests and topics - fashion, books, makeup, conflict resolution, hobbies, etc.

Frequency of group meetings:

Biweekly

Proposed meeting day, time and location:

Day:	Thurs	Time:	Lunch	Location:	303 or 103

Applicant's Signature:	[signature]	Date:	9/3/24
Printed Name:	Cassidy Sanchez		[redacted]

Cassidy Sanchez

Advisor's Signature:	[signature]	Date:	9/3/24
Printed Name:	Diane Bethencourt		[redacted]

Principal's Signature:	[signature]	Date:	9/8/24
Printed Name:	YOLANDA MEJIA		[redacted]

Yolanda Mejia

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

Assistant Superintendent's Signature:	[signature]	Date:	9/20/24

Dr. Jaron Fried

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

AUHSD Student Leaders
ANAHEIM UNION HIGH SCHOOL DISTRICT

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	South Jr. High	Date of Application:	8/26/24

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:

K-POP Club

Purpose of the group (Please describe thoroughly):

The purpose of this club is to:

- Celebrate K-Culture. This can include K-POP, K-Drama, K-Food, K-Beauty, the Korean Language.
- We are a color blessed nation. The purpose of this club is to be culturally honoring.
- Students to have a space to have fun, explore interests, cultural exchange, make connections around a common interest, and foster belonging
- Anyone is welcome.

Frequency of group meetings:

Once a Week

Proposed meeting day, time and location:

Day:	Monday	Time:	Lunch	Location:	Room 206

Applicant's Signature:	Sophia	Date:	8/26/24
Printed Name:	Sophia Olivares		[redacted]

Sophia Olivares

Advisor's Signature:		Date:	8/26/24
Printed Name:	Dr. Jeff Kim		[redacted]

Principal's Signature:		Date:	9/5/24
Printed Name:	YOLANDA MEJIA		[redacted]

Yolanda Mejia

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

Assistant Superintendent's Signature:		Date:	9/26/24

Dr. Jaron Fried

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

EXHIBIT X

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	South Jr. High	Date of Application:	9/6/24

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:

Mi Gente

Purpose of the group (Please describe thoroughly):

Mi Gente is a group for celebrating Latino culture within our school. We aim to let students have a deeper understanding of their Latino heritage with engaging activities, educational trips and by embracing our culture. Our goal is to make an inclusive school where all students can see, respect, and enjoy the history of Latino traditions, languages, and arts, while building lasting connections and pride within our diverse school community.

Frequency of group meetings:

Once a month

Proposed meeting day, time and location:

Day:	TUESDAYS	Time:	LUNCH	Location:	ROOM 201

Applicant's Signature:	Sophie Jimenez	Date:	9/06/24
Printed Name:	SOPHIA JIMENEZ		[redacted]

Advisor's Signature:	Susana Soqui	Date:	9/06/24
Printed Name:	SUSANA SOQUI		[redacted]

Principal's Signature:	[signature]	Date:	9/6/24
Printed Name:	YOLANDA MEJIA		[redacted]

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

Assistant Superintendent's Signature:	[signature]	Date:	9/26/24

Education/Non-Curriculum Related Organization/Rev. 04/11 Dr. Jaron Fried [redacted]

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	South Jr. High	Date of Application:	8/29/24

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:

Ocean Academy

Purpose of the group (Please describe thoroughly):

Proposal Overview: Integrated Strategy for Ocean Academy

Our Ocean Academy proposal is meticulously designed to address the selected metrics of academic achievement, environmental stewardship, community engagement, and student well-being, aligning seamlessly with the objectives of the California Community Schools Partnership Program (CCSPP). This integrated strategy leverages the unique resources and partnerships at our disposal to foster a holistic educational environment.

1. Academic Achievement: The Ocean Academy program enhances academic outcomes by providing students with a dynamic, hands-on learning experience in marine conservation. Through direct interaction with marine ecosystems and experts like Maria Korosmaros, students are immersed in real-world applications of their classroom knowledge, particularly in STEM subjects. This experiential learning not only deepens their understanding of marine biology but also strengthens critical thinking and problem-solving skills. By integrating these educational experiences into the school curriculum, we aim to boost student engagement and academic performance, particularly in science and environmental studies.

2. Environmental Stewardship: A core metric of our proposal is fostering environmental stewardship among students. The program encourages students to actively participate in conservation efforts, such as beach cleanups and marine ecosystem advocacy. These activities instill a sense of responsibility and commitment to preserving our natural environment, aligning with the broader goals of sustainability education. The involvement of

local organizations, such as Shark Stewards and Run4Shark.org, amplifies these efforts, providing students with role models in environmental activism and demonstrating the impact of community-driven initiatives.

3. Community Engagement: Ocean Academy's strategy emphasizes strong community ties by involving local experts and organizations in the educational process. This collaboration not only enriches the student experience but also strengthens the bond between the school and the broader community. The participation of figures like Marla Korcsmaros and Professor David McGuire, who bring firsthand experience and expertise, exemplifies the potential of community partnerships to enhance educational outcomes. Additionally, by involving students in public-facing activities like the beach cleanup, the program fosters a sense of civic duty and community service, which are essential components of a well-rounded education.

4. Student Well-being: The holistic approach of Ocean Academy extends beyond academic and environmental goals to include the well-being of students. By engaging in outdoor activities and collaborative projects, students benefit from physical activity, social interaction, and the development of a positive self-image. Maria Korcsmaros' motivational talks, including her story of overcoming a shark attack, provide students with powerful lessons in resilience and personal growth. These experiences contribute to a supportive and encouraging school environment, which is crucial for student mental health and overall well-being.

Integrated Funding Strategy: To ensure the sustainability and expansion of Ocean Academy, we have developed a multifaceted funding strategy. This includes seeking grants from the Shark Stewards Foundation and braiding these funds with allocations from the Local Control Funding Formula (LCFF) and Title 1. By diversifying our funding sources, we aim to create a stable financial foundation that will allow us to continue offering innovative and impactful learning opportunities. The requested $5,000 will specifically support the services provided by Maria Korcsmaros, whose contributions are vital to the success of the program.

Conclusion: The Ocean Academy program is a comprehensive initiative that addresses all selected metrics through an integrated strategy. By enhancing academic achievement, promoting environmental stewardship, fostering community engagement, and supporting student well-being, the program not only aligns with the goals of the CCSPP but also contributes significantly to the overall objectives of site-based community school funds. We are confident that with the requested support, Ocean Academy will continue to inspire and educate students, preparing them for future success while instilling a lifelong commitment to environmental conservation.

Implementation Plan for Ocean Academy

1. Implementation Strategy: The implementation of the Ocean Academy program will be phased over the academic year, starting in the first semester to maximize student engagement and learning opportunities. Key activities include:

- **Curriculum Integration:** Ocean Academy will be integrated into the school's existing science curriculum, with dedicated modules on marine biology, environmental science, and conservation. This ensures that the program complements core academic subjects while providing hands-on learning experiences.
- **Field Experiences:** Scheduled field trips, such as beach cleanups and visits to marine conservation sites, will be conducted throughout the year. These activities will be led by Maria Korcsmaros and other local experts, offering students practical experience in marine conservation.
- **Guest Lectures and Workshops:** Monthly workshops and guest lectures from experts like Maria Korcsmaros and Professor David McGuire will be organized. These sessions will cover topics ranging from marine ecosystems to personal resilience and environmental activism.
- **Student-Led Projects:** Students will be encouraged to develop and lead their own conservation projects, culminating in a year-end showcase event where they can present their work to the school and local community. This will foster leadership skills and a sense of ownership over their learning.

2. Reporting Progress and Accountability: To ensure transparency and accountability, we will implement a robust system for tracking progress:

- **Regular Reporting:** Progress reports will be submitted to school administration and the community school fund committee on a quarterly basis. These reports will detail student participation, key activities completed, and any challenges faced during implementation.
- **Data Collection:** Attendance, participation rates, and student feedback will be systematically collected for all program activities. This data will be used to assess engagement levels and identify areas for improvement.
- **Budget Monitoring:** A detailed budget report will be maintained, documenting all expenses related to the program. This will be reviewed regularly to ensure that funds are being utilized effectively and in alignment with the project's goals.
- **Stakeholder Meetings:** Periodic meetings with key stakeholders, including school administrators, community partners, and funders, will be held to review progress and make any necessary adjustments to the implementation plan.

3. Methods and Criteria for Measuring Success: The success of Ocean Academy will be measured using both qualitative and quantitative criteria:

- **Academic Performance:** Improvement in student grades, particularly in science and environmental studies, will be a key indicator of success. Pre- and post-program assessments will be conducted to measure knowledge gain and academic growth.
- **Environmental Impact:** The number of successful conservation projects completed by students, as well as the measurable outcomes of these projects (e.g., amount of waste collected during beach cleanups), will serve as indicators of the program's impact on environmental stewardship.
- **Student Engagement:** High levels of participation in program activities, positive student feedback, and the successful completion of student-led projects will be used to gauge engagement and interest in the program.

- **Community Involvement:** The extent of community participation in events like the year-end showcase and the strength of partnerships with local organizations will be measured to assess the program's success in fostering community ties.
- **Personal Development:** Qualitative assessments, including student reflections and teacher observations, will be used to evaluate the impact of the program on students' personal growth, leadership skills, and resilience.

4. Contribution to Project Goals: These elements will collectively contribute to the effective realization of Ocean Academy's goals by ensuring that the program is implemented with fidelity, continuously monitored for effectiveness, and regularly adjusted based on feedback and data. By aligning with the site-based community school fund objectives—enhancing academic achievement, promoting environmental stewardship, fostering community engagement, and supporting student well-being—Ocean Academy is positioned to make a meaningful and lasting impact on our students and the wider community.

Frequency of group meetings:

Ocean Academy 2024/5 - Tentative Schedule and Program Details

Sept 6th - Maria presentation to all 7th grader @ South Jr high - Same as last year

1. Saturday, September 7 - Classroom instruction @ South - Shark Conservation - Ocean Academy Logo??? - Set up "Club documentation" - For account - Application for OA??
2. Saturday, September 28 - Beach Clean Up - Long Beach (Same location as 23/24)
3. Saturday , October 12th - Run4Sharks 5/10K - Newport Back Bay (Non school event)
4. Saturday, October 26th - Classroom instruction AND Anaheim High School pool/swim
5. Saturday, November 16 - Trip to Ocean institute - Dana Point
6. TBD - Catalina Day trip - (Nov 20th, 21st or 22nd)
7. Saturday, December 14 - Classroom instruction AND Fundraising
8. Saturday, January 11 - Open field trip option - TBD - Back bay Science Center?
9. Saturday, January 25 (Servathon) - Ocean Conservation - Beach Clean up #2?
10. Saturday, March 1 - Newport back bay trip
11. Saturday, March 15 - Classroom instruction and Fundraising
12. Friday - Sunday April 2nd to 4th - CIMI 2 night Trip to Catalina
13. Saturday, April 5 - Group will be at CIMI
14. Saturday, April 19 (Steamapalooza) - @ Magnolia HS - Ocean Academy Booth

15. Saturday, May 3rd - Final day - Instruction and Ocean message for 25/26 Ocean Academy

TDB - Day trip to Catalina Island (Similar to school year 23/24) - Goal is during 1st semester AND on a non cruise ship visit day. (November 20th, 21st or 22nd??)

Proposed meeting day, time and location:

Day:	See Above	Time:	Saturday Academy Dates	Location:	South Jr high and Field Trip locations

Applicant's Signature:	Melanie Chavez	Date:	8/29/24
Printed Name:	Melanie Chavez		

Advisor's Signature:	Randy Poggio	Date:	8/30/24
Printed Name:	Randy Poggio		

Principal's Signature:	Yolanda Mejia	Date:	8/30/24
Printed Name:	Yolanda Mejia		

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

Assistant Superintendent's Signature:	Dr. Jaron Fried	Date:	9/26/24

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

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	South Jr. High	Date of Application:	August 12, 2024

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.
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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:

South Chess Club

Purpose of the group (Please describe thoroughly):

Chess provided different beneficial aspects towards any individual; solely focus on the youth in the community. By engaging young participants in this intellectually stimulating activity, we anticipate to improve critical thinking, problem solving skills, and enhanced academic performance.

Frequency of group meetings:

Every Friday's @2:30 pm - 3:30 pm

Proposed meeting day, time and location:

Day:	Friday's	Time:	2:30pm	Location:	South Library

Applicant's Signature:	Kylie Burgueno	Date:	8/12/24
Printed Name:	Kylie Burgueno Kylie Burgueno		
Advisor's Signature:		Date:	8.12.24
Printed Name:	Conni K. Collins Conni Collins		
Principal's Signature:		Date:	8/13/24
Printed Name:	Yolanda Mejia Yolanda Mejia		

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

Assistant Superintendent's Signature:		Date:	9/26/24

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

EXHIBIT AA

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	South Jr. High	Date of Application:	9/9/24

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:

Team Jesus

Purpose of the group (Please describe thoroughly):

The purpose of the Team Jesus Club is for junior high students who are discovering, developing, or deepening their spiritual connection with Jesus. Whether they are just beginning to explore their faith or looking to grow further in their relationship with Jesus, this club is for anyone and everyone. It's a safe and supportive environment where they can connect with others who share a similar journey and build a strong sense of community and fellowship.

Frequency of group meetings:

Twice a month

Proposed meeting day, time and location:

Day:	Tuesdays	Time:	Lunch 12:19 -12:49	Location:	Room 405-South Junior High School

Applicant's Signature:	Aline Herrera	Date:	9/10/24
Printed Name:	Aline Herrera		

Advisor's Signature:		Date:	9/10/24
Printed Name:	Diana Perez		

Principal's Signature:		Date:	9/20/24
Printed Name:	Yolanda Mejia		

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

Assistant Superintendent's Signature:		Date:	9/26/14

Dr. Jaron Fried

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

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

Great American Smokeout/Escape the Vape Day

RESOLUTION NO. 2024/25-E-09

October 17, 2024

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 21, 2024, 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 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 17, 2024, 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 17th day of October 2024, 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 17th day of October 2024.

_____
Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

Compensation for Board Meeting

RESOLUTION NO. 2024/25-BOT-01

October 17, 2024

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

WHEREAS, the Board of Trustees of the Anaheim Union High the School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Trustee Jessica Guerrero did not attend the Board meeting on September 12, 2024, due to hardship related to a family emergency, needing to travel outside the county, deemed acceptable by the Board;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District approves full compensation of the Board member for the month of September 2024.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on October 17, 2024, 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 17th day of October 2024, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of October 2024.

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

Affiliation Agreement

This AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the **18th** day of **October**, **2024** between Keith & Associates, Inc. an Oklahoma corporation, having a principal place of business 115 W. 3rd Street, Tulsa, Oklahoma 74103 ("Keith") and **Anaheim Union High School District – Food Services** having a principal place of business at **501 N. Crescent Way, Anaheim, CA 92803** ("Affiliated Facility")

PURPOSE

The purpose of this Affiliation Agreement is to form an agreement with a facility that is committed to providing desirable dietetics learning experiences and facilities for Keith Trainees enrolled with Keith & Associates Inc. This Affiliation Agreement will establish a cooperative relationship between Keith and the Affiliated Facility and outline the responsibilities of the cooperating parties as they contribute to the learning experience of Trainees who benefit from, and participate in, the Keith program in a safe and responsible manner.

TERMS

THEREFORE, in consideration of the mutual promises and agreements contained in this Affiliation Agreement, Keith and the Affiliated Facility agree as follows:

I. **JOINT RESPONSIBILITIES**

a. The performance experiences will cover a period of time agreed on and arranged by Keith faculty supervising the Dietetic Traineeship and preceptors in the Affiliated Facility. The beginning date and length of experience shall be mutually agreed upon prior to the beginning of the affiliation.

b. Both parties agree that there shall be no discrimination on the basis of marital status, race, color, ethnicity, sex, age, religion, pregnancy, sexual orientation, gender identity, genetic information, disability, national origin, or status as a U.S. Veteran pertaining to any experiences during the Dietetic Traineeship.

c. Keith faculty and the staff of the Affiliated Facility agree to establish performance objectives and experiences, devise methods for their implementation, and determine the effectiveness of these experiences by ongoing methods of evaluation.

d. Keith faculty and the staff of the Affiliated Facility agree to maintain communication, cooperate in the development of educational experiences for

the Dietetic Traineeship and review and evaluate the rules and the regulations necessary for the success of the program in the Affiliated Facility upon request.

e. The Affiliated Facility agrees to indemnify and hold harmless Keith and its officers, agents and employees for any damages including claims, demands, losses, and costs occurring during the course of a required placement in the clinical experience arising out of the negligent acts or omission of the Affiliated Facility or any of its agents, officers, or employees.

f. Trainees are not employees of either Keith and Associates Inc. or the Affiliated Facility and are not entitled to any employee benefits or compensation of either party which includes not providing Worker's Compensation coverage. If the Affiliated Facility desires that the Trainee be an employee, Keith must be advised of the trainee's status as an employee and that Affiliated Facility will provide Worker's Compensation coverage and any benefits for which the employee is eligible.

g. Both parties will instruct their respective faculty, staff, and participating Trainees to maintain confidentiality of student and patient information as required by law, including the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability Accountability Act (HIPAA) and by policies and procedures of Keith and the Affiliated Facility.

h. If the Affiliated Facility is a HIPAA Covered Entity pursuant to HIPAA regulations, the Keith Dietetic Trainees are considered part of the Affiliated Facility's workforce as defined in 45 CFR 160.103 because Trainees are trainees under the direct control of the facility even though they are not compensated nor employees of the Affiliated Facility and therefore Trainees are subject to the Affiliated Facility's policy and procedure including Confidentiality of patient records and HIPAA Regulations and it is the responsibility of the Affiliated Facility to train the intern on its specific policy and procedure.

i. If the Affiliated Facility is a HIPAA Covered Entity, it is agreed that Keith is not a "Business Associate" of the Affiliated Facility as that term is defined by HIPAA and its accompanying regulations. Neither Keith nor the Intern is engaged in performing or assisting the Affiliated Facility in performing any of the Business Associate functions that are listed in the HIPAA Regulations, 45 CFR §160.103. The Keith and Associates Distance Dietetic Traineeship program is considered part of "health care operations" under HIPAA Regulations, 45 CFR §164.501.

j. Either party may require the immediate withdrawal of any Intern from the clinical area whose conduct has a detrimental effect on patients or personnel of the Affiliated Facility.

II. RESPONSIBILITIES OF THE KEITH FACULTY

a. Keith faculty will notify the supervisors in an Affiliated Facility of the planned schedule of Intern assignment to the facility. The Intern's name, previous academic preparation, and length and dates of the planned experience will be provided to the facility before the experience begins.

b. Keith faculty will initiate a criminal background check of the Intern assigned to the Affiliated Facility. The result of the criminal background check may be obtained by the Affiliated Facility upon request. If any information is uncovered that would indicate a record of abuse or neglect or a felony conviction, Keith faculty shall notify the Affiliated Facility and decisions may be made that prevent the Intern from direct patient/client/employee access.

c. Keith faculty will require the assigned Trainees to comply with the rules and regulations which are applicable to her/his performance in the Affiliated Facility. These would include:

   i. Following the administrative policies, standards, and practices and regulations, including dress code, of the Affiliated Facility.

   ii. Providing his or her own transportation and living arrangements while attending the Affiliated Facility.

   iii. Providing his or her own health and accident insurance and provide documentation of such coverages to the Affiliated Facility upon request.

   iv. Professional liability insurance coverage is maintained by Keith in the amounts of $1 million individual and $3 million aggregate using an "A" rated company.

   v. Providing documentation of any health screening reports, immunizations, criminal background checks, liability insurance coverage or similar documentation as requested by the Affiliated Facility.

d. The Keith faculty will supply or work with the Affiliated Facility to prepare appropriate forms or arrange conferences that will be used in evaluating the performance of the assigned Intern.

e. Keith faculty will assign only Trainees to the Affiliated Facility who have satisfactorily completed the designated prerequisites as determined by the curriculum.

III. RESPONSIBILITIES OF THE AFFILIATED FACILITY

a. The Affiliated Facility shall provide the Keith with an orientation that includes: a copy of the pertinent rules and regulations with which the Intern is expected to comply, a tour of the facilities where the Intern will be learning, the philosophy of patient care at the Affiliated Facility, and other topics that will allow the Intern a quality learning experience during the Traineeship to the benefit of the Affiliated Facility, Keith and the Intern.

b. The Affiliated Facility shall maintain full administrative and supervisory responsibility for the quality of care given patients and maintain administrative responsibility in so far as an Intern's presence affects the operation of the Affiliated Facility and/or direct or indirect care of patients/clients/employees.

c. The Affiliated Facility shall provide observational opportunities and practical experiences to benefit the learning of Intern and agrees to adhere to the Traineeship policy that "Students in supervised practice programs shall not routinely replace employees except for planned professional staff experiences."

d. The Affiliated Facility shall provide a supervised program of dietetics experience and maintain complete records pertaining to each Intern's performance. Written evaluations will be provided to the Keith faculty using the forms described in II.d.

e. Preceptors in the Affiliated Facility will be provided with time to plan, implement, and evaluate the Intern experiences and, when feasible, attend relevant conferences with or about Trainees.

f. In the event of an emergency, or other health care or medical needs, the Intern may be treated in the Affiliated Facility if it has an emergency department. If necessary, arrangements for transportation to another medical facility will be made. The cost of transportation and all medical treatment will be borne by the Intern.

g. Upon reasonable request by Keith, the Affiliated Facility will permit the inspection of the facilities, services available for learning experiences, Intern's records, and such other items pertaining to the Keith Traineeship programs.

IV. **EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

a. This agreement shall be effective **February 1, 2025** for a term of one (1) year and will automatically renew for **four** consecutive one-year terms, **expiring June 30, 2029,** unless earlier terminated by one of the parties.

b. This agreement may be revised or modified by written amendment when both parties agree to such amendment.

c. This Affiliation Agreement will be terminated 90 days after a written notice to the below named person by registered mail from either party. This agreement may also be terminated by either party for cause after providing the other party 30 days to cure the deficiency in performance under this Affiliation Agreement. Any Intern currently placed with an Affiliated Facility shall be permitted to complete the placement unless the Intern is personally responsible for the reason termination is requested.

V. **MISCELLANEOUS PROVISIONS**

a. This Affiliation Agreement shall be governed by, and construed in accordance with, the laws of the state of Oklahoma, which shall be the forum for any lawsuits arising from and incident to this Affiliation Agreement.

b. The Affiliated Facility agrees that Keith may use the name and location of its facility in informational materials and posted on the Keith's website in order to provide information regarding potential precepting locations to prospective applicants.

c. The contact persons for any notices required by this Affiliation Agreement are as follows:

For Keith: Crystal Dake 918-585-3045

For Affiliated Facility:**Nancy Nien, 714-999-3555**

IN WITNESS WHEREOF, the authorized representatives of Keith and the Affiliated Facility have caused this Affiliation Agreement to be executed on the date listed with the representative's signature.

Affiliated Facility: **Anaheim Union High School District – Food Services**
Signature: _____
Printed Name: **Nancy Nien, PhD**
Title: **Assistant Superintendent, Administrative Services**

Keith and Associates, Inc.

Signature: *Sandra Keith*

Sandra Keith
President
Date: September 26, 2024

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT
(NO FEE)

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and City of Anaheim ("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 August 7, 2024, through June 30, 2025.

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)

4. **Compensation**. Contractor agrees to provide Services at no cost.

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**. 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**. 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: Tina Carpenter
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-2432
Email: carpenter_t@auhsd.us

Contractor
City of Anaheim
Attn: Kimberly Kelemen
200 S. Anaheim Blvd. Suite #433
Anaheim, CA 92805
Phone: (714) 765-4311
Email: kkelemen@anaheim.net

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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

City of Anaheim

Date: 8/29/24

By: _____

Print Name: Kimberly Kelemen

Title: Community Services Superintendent

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:

AUHSD Obligations. AUHSD hereby agrees to the following:
a. Coordinate with City staff with respect to days and times that students will be present at Brookurst Community Center.
b. Provide at its own expense one staff to help provide student support and guidance through a varied work schedule.
c. Provide support services to students for issues including, but not limited to, academic failure, behavioral issues, and school truancy and attendance issues.
d. Where applicable, shall provide additional supportive services, with parent or legal guardian permission.

City Obligations. City hereby agrees to the following:
a. Permit on-site access to AUHSD employees and students for the purpose of the Program.
b. Provide a direct contact person to assist AUHSD in coordinating time and place for participation with the Program.

- wiping down surfaces
- restock snack area
- organize permission slips
- organize membership forms
- sweep the floor
- organize the board games
- organize the paint
- organize the video games
- check the face paint brushes
- organize construction paper
- sort recycling
- wash face paint brushes
- organize facepaint brushes
- sort markers
- help sort folklorico dresses in garment bags

ANAHEIM UNION HIGH SCHOOL DISTRICT

COMMUNITY SERVICE PROVIDER AGREEMENT

This Community Schools Service Provider Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Olive Crest ("Provider") (each a party, collectively, "Parties") as follows:

1. **Purpose.** Pursuant to Board Policy 91303 and Resolution No. 2021/22-E-24, the District is committed to the implementation of a community schools model, making schools the hub for the community to access basic services on campus, as well as ensuring collaborative leadership practices, family and community engagement practices, and enriched and expanded learning opportunities. Provider is a non-profit agency and enters into this Agreement to provide the services ("Services") described herein (Section 3) in furtherance of the District's community schools model.

2. **Term.** The term of this Agreement is from October 18, 2024 through October 30, 2025.

3. **Provider Responsibilities.** Provider shall:

   (a) See Attachment A, Section 1.1

4. **District Responsibilities.** The District shall:

   (a) See Attachment A, Section 1.2

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:

   X Signed Agreement
   X Applicable Insurance Certificate(s) and Endorsements (Section 12)
   X Applicable Criminal Background Investigation Certification(s) (Section 18)

6. **Compensation.** Provider agrees to provide Services at no cost.

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
Name of Provider Olive Crest
Attn: Parenting Education
Street Address 2130 East 4th Street Suite 200
City State Zip Santa Ana, CA 92705
Phone (714) 543-5437
Email: ceo@olivecrest.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Olive Crest

Date: 9/11/24

By: _____

Print Name: Donald Verleur

Title: CEO

Attachment A

1.1 Provider Responsibilities

Description of Services
Through Olive Crest Parenting Education, families at Anaheim Union High School District can access a range of parenting education services. These services include evidence-based parenting courses tailored to different age groups—early childhood, school-aged children, and teens—offered in multiple languages by bilingual and bicultural staff to cater to the district's diverse community. The program provides both in-person and virtual sessions, individual support interventions, and childcare during classes. Additionally, community engagement events such as "Tabling Events" serve to introduce families to the program. Successful completion of the courses, which span six to seven weeks, earns participants a Certificate of Completion.

1. Olive Crest agrees to offer parenting education services at **Anaheim Union High School District** sites, Olive Crest sites and/or through a virtual format as needed.

2. Olive Crest agrees to provide a trained Parenting Educator to facilitate Active Parenting™ classes for school sites and provide a trained Olive Crest Childcare Educator to provide childcare as needed.
3. Olive Crest agrees to provide all outlines, handouts, and materials for each week's session for each participant, and a certificate of completion/recognition of participation for participants at the end of the series.
4. Olive Crest agrees to offer case management support, linkages, referrals, and skill building interventions when necessary to participants.
5. Olive Crest agrees to participate in community outreach and tabling at resources fairs/school events to promote services and resources at various school events throughout the year.
6. Olive Crest agrees to provide Active Parenting™ classes at no cost to **Anaheim Union High School District** or to parent(s)/caregiver(s).

1.2 District Responsibilities

Anaheim Union High School District agrees to provide a point of contact to facilitate communication, scheduling, and support for Olive Crest staff looking to offer a parenting course.

Anaheim Union High School District agrees to contact parent(s) referred to Active Parenting™ classes being offered for school sites and provide the schedule of class times and dates and a brief description of the curriculum.

Anaheim Union High School District agrees to provide referrals to Olive Crest; and appropriate-size rooms, depending on agreed method of delivery, for a) delivering Active Parenting™ classes, and b) providing childcare as needed

NOTICE TO PROVIDER 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 PROVIDER

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

I, Donald Verleur (Name of Individual), am the CEO (Title) of Olive Crest (Name of Provider),

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

1. I have carefully read and understand the Notice to Provider 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, Provider'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:

Daniel Gonzalez	Phuong Nugyen
Sofia Guerra	Stephanie Weber
Gabriela Mendoza	Estee Song
Rosaura Navejas	Nadia Huq

Daisy Hernandez	Lidia Roman
Nancy Sanchez	Shiow Wen
Danielle Tobias	Ericka Castro
Maria Cisneros	Autumn Allred

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 Santa Ana, California on 9/11/24.
Date

Signature

Donald A Verleur

Typed or Printed Name

CEO

Title

Olive Crest

Name of Provider

2130 East 4th Street Suite 200 Santa Ana, CA 92705

Address

714-543-5437

Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the day of October 17, 2024 between the Anaheim Union High School District ("District") and Rhodri Lumba ("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, 2024 to June 30, 2025.

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**. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of no more than five thousand ($5,000) 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. The fee will be paid with Oxford's ASB yearbook funds account.

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.

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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.

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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 x** 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: Brian Belski
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3567
Email: belski_b@auhsd.us

Contractor
Rhodri Lumba
Attn: Rhodri Lumba
1476 Elegante Court
Corona, CA, 92882
Phone: 949-466-0036
Email:rhodri@rhodrilumba.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	**Rhodri Lumba**
Date: 10/18/24	Date: 2024.08.28
By:	By: Rhodri Lumba
Print: Dr. Jaron Fried	Print Name: Rhodri Lumba
Title: Assistant Superintendent, Ed. Division	Title: Photographer

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 photography contractor will provide comprehensive professional photography services, as well as train the Oxford Academy yearbook staff including the following, but not limited to: **Portrait Photography:** Capturing high-quality, styled portraits, **Event Photography:** Documenting events, **Commercial Photography:** Producing professional images for marketing materials, **Editing and Post-Production:** Performing advanced editing and retouching to ensure that all photographs meet the highest standards of quality. This includes color correction, cropping, and enhancement. The **Location of the Services to be Provided:** The Contractor will provide photography services at Oxford Academy.

The contractor has ownership of Rhodri Lumba's Photography for the past 10 years. His clients and experience includes but is not limited to: various agencies such as John Wayne Cancer Foundation, real estate, personal portraits as well as design agencies and municipalities in and around Southern California.

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, Rhodri Lumba, am the sole proprietor of Rhodri Lumba, 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:

   Rhodri Lumba _____

   _____ _____

   _____ _____

   _____ _____

   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 Oxford Academy in Cypress, California on August 28th 2024.



Signature

Rhodri Lumba
Typed or Printed Name

Photographer
Title

Rhodri Lumba
Name of Contractor

1476 Elegante Court, Corona, CA 92882
Address

949-446-0036
Telephone Number

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

EXHIBIT HH

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	01
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at Anaheim High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸ Michael B Matsuda	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	02
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at Cambridge Virtual Academy.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	03
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at Cypress High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/24/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	04
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at Gilbert High (Continuation).

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714)999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

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6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	05
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at John F. Kennedy High.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	06
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at Katella High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	07
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at Loara High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸ MBM	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	08
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code		Revenue Object Code	30
Telephone 714-999-3511	7339		8590	INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at Magnolia High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	09
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at Oxford Academy.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	10
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at Savanna High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸ MBMa	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25665	66431	11
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program Middle College and Early College Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$250,000		$250,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Middle College and Early College Grant at Western High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address MCECgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 1, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for, start-up, or expand a middle college high school or early college high school or program as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the California Coalition for Early and Middle College to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. The CDE strongly encourages all grantees to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the grant requirements, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at MCECgrant@cde.ca.gov.

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

EXHIBIT II

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	01
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Anaheim High.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address CCAPgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	02
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Cambridge Virtual Academy.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address CCAPgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸ MBM	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	03
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Cypress High.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address CCAPgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	04
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Gilbert High (Continuation).

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address CCAPgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	05
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at John F. Kennedy High.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address CCAPgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	06
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Katella High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address CCAPgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee	**Date**
▸ Tony Thurmond	August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature	**Date**
▸ Michael B. Matsuda	8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	07
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Loara High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address CCAPgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	08
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Magnolia High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address CCAPgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee	**Date**
Tony Thurmond	August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature	**Date**
Michael B. Matsuda	8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	09
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Oxford Academy.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title	
Diane Crum	Education Programs Consultant	
E-mail Address CCAPgrant@cde.ca.gov		**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee		**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title	
Michael B. Matsuda	Superintendent	
E-mail Address matsuda_m@auhsd.us		**Telephone** (714) 999-3502
Signature		**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	10
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Savanna High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address CCAPgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Michael Matsuda, Superintendent Anaheim Union High School District PO Box 3520 Anaheim, CA 92803-3520	FY	PCA	Vendor Number	Suffix
	2024	25667	66431	11
Attention Michael Matsuda, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office	Resource Code	Revenue Object Code		30
Telephone 714-999-3511	7339	8590		INDEX
Name of Grant Program College and Career Access Pathways Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$100,000		$100,000		07/01/2024	06/30/2027

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the College and Career Access Pathways Grant at Western High School.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Justin Keithline, Staff Services Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Diane Crum	Education Programs Consultant
E-mail Address CCAPgrant@cde.ca.gov	**Telephone** 916-323-5765
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** August 7, 2024

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Michael B. Matsuda	Superintendent
E-mail Address matsuda_m@auhsd.us	**Telephone** (714) 999-3502
Signature ▸ Michael B. Matsuda	**Date** 8/26/24

Grant Award Notification (Continued)

The following conditions apply:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and returned within **10 working days.**

2. All approved program funds must be expended within the dates designated and for the maximum amount indicated on the AO-400. Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. Expenditures must be completed by **June 30, 2027. No extensions of this grant will be allowed.**

3. The grantee is required to use these funds to plan for and implement a College and Career Access Pathway partnership with a community college district as described in the approved grant application with any required or requested changes. **Prior** written approval is required for any program or budget changes. Line item transfers in excess of 25 percent of each original line item budget amount may not be made without written approval from the High School Innovations and Initiatives Office (HSIIO). These funds may not supplant current fixed costs. Expenditures shall comply with all applicable provisions for federal, state, and local rules, regulations, and policies relating to the administration and accounting for public school funds.

4. The grantee must limit administrative indirect costs to the rate approved by the California Department of Education (CDE) for the applicable fiscal year in which the funds are spent.

5. Upon receipt of the required certifications, scheduled payments of grant funds will be as follows:

   - Ninety percent of the funds will be released upon completion and return of the AO-400. Please allow approximately four weeks for processing.

   - The final 10 percent of the funds will be released after the End-of-Project (EOP) Expenditure Report and all reporting and submission requirements have been received.

   - The EOP Expenditure Report is due **June 15, 2027,** after all funds have been expended. The EOP includes a narrative of expenditures. Failure to submit a final EOP Expenditure Report with a budget narrative within 60 days of the end of the grant period will result in a billing from the CDE for the entire amount of any grant funds paid and a possible reduction of any subsequent years' grant(s).

6. The Baseline Data Report is a requirement of this grant and is due **October 2, 2024.** The Mid-Project Report and Mid-Project Expenditure Report are requirements of this grant and are due **June 15, 2025.** The End-of-Project Report is a requirement of this grant and is due **June 15, 2027.** Guidelines will be mailed separately.

7. The CDE has partnered with the Careers Ladders Project to provide technical assistance to all grantees through a generous grant received from the College Futures Foundation. Some grantees will be required to participate in technical assistance and capacity-building support.

8. If the grantee or the CDE terminates the grantee's participation in the program, the grantee shall submit a final expenditure report within 30 days and return the unexpended funds upon receipt of a billing from the CDE. Supplies and equipment purchased with these funds will be redirected to other programs.

If you have any questions regarding the requirements of the grant, please contact Diane Crum, Education Programs Consultant, HSIIO, at dcrum@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Justin Keithline, Staff Services Analyst, HSIIO, at CCAPgrant@cde.ca.gov.

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

Michelle Baass | Director

CYBHI FEE SCHEDULE PARTICIPATION PROVIDER AGREEMENT – LOCAL EDUCATIONAL AGENCIES

Application for Enrollment or Continued Enrollment in the Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule Program

Do not leave any questions, lines, etc. blank. Enter N/A if not applicable to your organization.

<table>
<tr><td colspan="3"></td><td>Date: September 10, 2024</td></tr>
<tr><td>Legal name of applicant or provider (hereinafter jointly referred to as "Provider")

Anaheim Union High School District</td><td colspan="3">Business name (if different than legal name)

N/A</td></tr>
<tr><td colspan="2">Provider number (NPI)

1144368093</td><td colspan="2">Business Telephone Number
(714) 999-3511</td></tr>
<tr><td>Business address (number, street)
501 N. Crescent Way (P.O. Box 3520)</td><td>City
Anaheim</td><td>State
CA</td><td>Zip code
92801</td></tr>
<tr><td>Mailing address (number, street)
501 N. Crescent Way (P.O. Box 3520)</td><td>City
Anaheim</td><td>State
CA</td><td>Zip code
92803</td></tr>
<tr><td>Pay-to address (number, street)
N/A</td><td>City</td><td>State</td><td>Zip code</td></tr>
<tr><td colspan="4">Taxpayer Identification Number: 95-6000120</td></tr>
</table>

EXECUTION OF THIS CYBHI PROVIDER PARTICIPATION AGREEMENT BETWEEN AN APPLICANT OR PROVIDER (HEREINAFTER JOINTLY REFERRED TO AS "PROVIDER") AND THE DEPARTMENT OF HEALTH CARE SERVICES (HERINAFTER "DHCS") IS MANDATORY FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE CYBHI FEE SCHEDULE PROGRAM, PURSUANT TO THE WELFARE AND INSTITUTIONS CODE, SECTION 5961.4, AND THE MEDI-CAL PROGRAM, PURSUANT

[1] The taxpayer identification number may be a Taxpayer Identification Number (TIN) or a social security number for sole proprietors.

TO 42 UNITED STATES CODE, SECTION 1396a(a)(27), TITLE 42, CODE OF FEDERAL REGULATIONS, SECTION 431.107, WELFARE AND INSTITUTIONS CODE, SECTION 14043.2, AND TITLE 22 OF THE CALIFORNIA CODE OF REGULATIONS, SECTION 51000.30(a)(2).

EXECUTION OF THIS CYBHI FEE SCHEDULE PROVIDER AGREEMENT HAS THE EFFECT OF ENROLLING THE PROVIDER IN THE MEDI-CAL PROGRAM. AS A CONDITION FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE CYBHI FEE SCHEDULE PROGRAM AND THE MEDI-CAL PROGRAM, PROVIDER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND ALL OF THE FOLLOWING TERMS AND CONDITIONS, AND WITH ALL OF THE TERMS AND CONDITIONS INCLUDED ON ANY ATTACHMENT(S)HERETO, WHICH IS/ARE INCORPORATED HEREIN BY REFERENCE.

A. CYBHI FEE SCHEDULE PROGRAM LEGAL CONTEXT

1. Pursuant to Welfare and Institutions (W&I) Code section 5961.4, DHCS developed the statewide school-linked fee schedule (hereinafter CYBHI Fee Schedule) program and provider network to reimburse providers for the provision of outpatient mental health and substance use disorder services furnished to a student, 25 years of age or younger, at a school site.[2]
2. Each Medi-Cal Managed Care Plan (hereinafter MCP) and the Medi-Cal Fee-for-Service Delivery System, pursuant to the W&I Code section 5961.4, health care service plan, pursuant to Health and Safety (H&S) Code section 1374.722, and disability insurer, pursuant to Insurance Code section 10144.53, shall reimburse providers of medically necessary outpatient mental health or substance use disorder treatment provided at a school site to a student 25 years of age or younger who is an enrollee of the plan or delivery system.
3. Provider will be reimbursed at the published fee schedule rates[3] for the provision of medically necessary outpatient mental health and substance use disorder services furnished to a student under the age of 25 at a school site.

[2] School site means a facility or location used for public kindergarten, elementary, secondary, or postsecondary purposes. "School site" also includes a location not owned or operated by a public school, or public school district, if the school or school district provides or arranges for the provision of medically necessary treatment of a mental health or substance use disorder to its students at that location, including off-campus clinics, mobile counseling services, and similar locations. See H&S Code § 1374.722(b)(6).

[3] CYBHI Fee Schedule, including applicable rates, is published on the DHCS website: https://www.dhcs.ca.gov/CYBHI/Pages/Fee-Schedule.aspx

4. Pursuant to W&I Code section 5961.4(e), this Agreement does not relieve a local educational agency or institution of higher education from requirements to accommodate or provide services to students with disabilities pursuant to any applicable state or federal law, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations.

B. MEDI-CAL AND GENERAL TERMS AND CONDITIONS

1. **Term and Termination.** This Agreement will be effective from the date applicant is enrolled as a provider by DHCS, or, from the date Provider is approved for continued enrollment. Provider may terminate this Agreement by providing DHCS with written notice of intent to terminate, which termination shall result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program unless and until such time as Provider is re-enrolled by DHCS in the Medi-Cal program. DHCS may immediately terminate this Agreement for cause if Provider is suspended/excluded for any of the reasons set forth in Paragraph 26(a) below, which termination will result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program and the CYBHI Fee Schedule program. During any period in which Provider is on provisional provider status or preferred provisional provider status, DHCS may terminate this agreement for any of the grounds stated in W&I Code section 14043.27(c).
2. **Compliance with Laws and Regulations.** Provider agrees to comply with all applicable federal and state laws and regulations, including applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 14200), any applicable rules or regulations promulgated by DHCS pursuant to these Chapters or pursuant to the W&I Code (commencing with Section 5961), the Medi-Cal Provider Manual;[4] the CYBHI Fee Schedule Manual; and Education Code, Division 1, Part 6, Chapter 5, Articles 1, 2, 3 and 4 and Section 49400. Provider further agrees that if it violates any of the provisions of Chapters 7 and 8 of the Welfare and Institutions Code, or any other regulations

[4] https://mcweb.apps.prd.cammis.medi-cal.ca.gov/publications/manual

promulgated by DHCS pursuant to these Chapters, it may be subject to any and all sanctions or other remedies available to DHCS. Provider further agrees to comply with all federal laws and regulations governing and regulating Medicaid providers.

3. **National Provider Identifier (NPI).** Provider agrees not to submit any claims to DHCS using an NPI unless that NPI is appropriately registered with the National Provider and Practitioner Enumeration System (NPPES) and is in compliance with all NPI requirements established by the Centers for Medicare and Medicaid Services (CMS) as of the date the claim is submitted. Provider agrees that submission of an NPI to DHCS as part of an application to use that NPI to obtain payment constitutes an implied representation that the NPI submitted is appropriately registered and in compliance with all CMS requirements at the time of submission. Provider also agrees that any subsequent defect in registration or compliance of the NPI constitutes an "addition or change in the information previously submitted" which must be reported to DHCS under the requirements of California Code of Regulations, title 22, section 51000.40.
4. **Forbidden Conduct.** Provider agrees that it shall not engage in conduct inimical to the public health, morals, welfare and safety of any eligible student member, or the fiscal integrity of the Medi-Cal program or the CYBHI Fee Schedule program.
5. **Nondiscrimination.** Provider agrees that it shall not exclude or deny aid, care, service or other benefits available under Medi-Cal or the CYBHI Fee Schedule program or in any other way discriminate against a person because of that person's race, color, ancestry, marital status, national origin, gender, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws. Provider further agrees that it shall provide aid, care, service, or other benefits available under Medi-Cal to Medi-Cal beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.
6. **Licensing.** To the extent applicable, Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, valid and unexpired license(s), certificate(s), or other approval(s) to provide health care services, which is appropriate to the services, goods, supplies, and merchandise being provided, if required by the state or locality in which Provider is located, or by the Federal Government. Provider further agrees that DHCS shall automatically suspend Provider as a provider in the Medi-Cal program pursuant to W&I section 14043.6, if Provider has license(s),

certificate(s), or other approval(s) to provide health care services, which are revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that/those license(s), certificate(s), or approval(s) was pending. Such suspension shall be effective on the date that Provider's license, certificate, or approval was revoked, suspended, lost, or surrendered. Provider further agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension of Provider's license, certificate, or other approval to provide health care. Provider further agrees to provide DHCS complete information related to any restriction to, or revocation or loss of, Provider's license, certificate, or other approval to provide health care services.

7. **Insurance.** Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, liability insurance for the business address and, if a licensed practitioner, professional liability (malpractice) insurance coverage from an authorized insurer pursuant to Insurance Code section 700.
8. **Record Keeping and Retention.** Provider agrees to make, keep and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all services, goods, supplies, and merchandise provided to CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, including, but not limited to, the records described in section 51476 of Title 22, California Code of Regulations, and the records described in section 431.107 of Title 42 of the Code of Federal Regulations. Provider further agrees that such records shall be made at or near the time at which the services, goods, supplies, and merchandise are delivered or rendered, and that such records shall be retained by Provider in the form in which they are regularly kept for a period of ten years from the date the goods, supplies, or merchandise were furnished or the services rendered.
9. **DHCS, AG and Secretary Access to Records; Copies of Records.** Provider agrees to make available, during regular business hours, all pertinent financial records, all records of the requisite insurance coverage, and all records concerning the provision of health care services to CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, to any duly authorized representative of DHCS, the California Attorney General's Medi-Cal Fraud Unit ("AG"), and the Secretary of the United States CMS (Secretary). Provider further agrees to

provide, if requested by any of the above, copies of the records and documentation, and that failure to comply with any request to examine or receive copies of such records shall be grounds for immediate suspension of Provider from participation in the Medi-Cal program. Provider will be reimbursed for reasonable copy costs as determined by DHCS, AG or Secretary.

10. **Confidentiality of Member Information.** Provider agrees that all medical records of CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, made or acquired by Provider shall be confidential and shall not be released without the written consent of the member or his/her personal representative, or as otherwise authorized by law.
11. **Disclosure of Information to DHCS.** Provider agrees to disclose all information as required in Federal Medicaid laws and regulations and any other information required by DHCS, and to respond to all requests from DHCS for information. Provider further agrees that the failure of Provider to disclose the required information, or the disclosure of false information shall, prior to any hearing, result in the denial of the application for enrollment or shall be grounds for termination of enrollment status or suspension from the Medi-Cal program, which shall include deactivation of all provider numbers used by Provider to obtain reimbursement from the Medi-Cal program or the CYBHI Fee Schedule program. Provider further agrees that all bills or claims for payment to DHCS, or its designee, by Provider shall not be due and owing to Provider for any period(s) for which information was not reported or was reported falsely to DHCS, or its designee. Provider further agrees to reimburse those CYBHI Fee Schedule program reimbursements received during any period for which information was not reported, or reported falsely, to DHCS.
12. **Information Regarding Subcontractors and Suppliers.** As applicable, Provider agrees to submit, within 35 days of the date on a request by the Secretary or DHCS, the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
13. **Background Check.** Provider agrees that DHCS may conduct a background check on Provider for the purpose of verifying the accuracy of the information provided in the application and in order to prevent fraud or abuse. The background check may include, but not be limited to, the following: (1) on-site

inspection prior to enrollment; (2) review of medical and business records; and, (3) data searches.

14. **Unannounced Visits by DHCS, AG and Secretary.** Provider agrees that DHCS, AG and/or Secretary may make unannounced visits to Provider, at any of Provider's business locations, before, during or after enrollment, for the purpose of determining whether enrollment, continued enrollment, or certification is warranted, to investigate and prosecute fraud against the Medi-Cal program or the CYBHI Fee Schedule program, to investigate complaints of abuse and neglect of patients in health care facilities receiving payment under the Medi-Cal program or the CYBHI Fee Schedule program, and/or as necessary for the administration of the Medi-Cal program and/or the fulfillment of the AG's powers and duties under Government Code section 12528. Premises subject to inspection include billing agents, as defined in W&I Code section 14040.1. Failure to permit inspection by DHCS, AG or Secretary or any agent, investigator or auditor thereof, shall be grounds for immediate suspension of provider from participation in the Medi-Cal program and the CYBHI Fee Schedule program.
15. **Provider Fraud and Abuse.** Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse" means either: (1) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the Medicare program, the Medi-Cal program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state; (2) practices that are inconsistent with sound medical practices and result in reimbursement by the Medi-Cal program, the CYBHI Fee Schedule program or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.
16. **Investigations of Provider for Fraud or Abuse.** Provider certifies that, at the time this Agreement was signed, it was not under investigation for fraud or abuse pursuant to Subpart A (commencing with Section 455.12) of Part 455 of Title 42 of the Code of Federal Regulations or under investigation for fraud or abuse by any other government entity. Provider further agrees to notify DHCS within ten

business days of learning that it is under investigation for fraud or abuse. Provider further agrees that it shall be subject to temporary suspension pursuant to W&I section 14043.36(a), which shall include temporary deactivation of all provider numbers used by Provider to obtain reimbursement from the Medi-Cal program or the CYBHI Fee Schedule program, if it is discovered by DHCS that Provider is under investigation for fraud or abuse. Provider further agrees to cooperate with and assist DHCS and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse.

17. **Provider Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability.** Provider certifies that it and its owners, officers, directors, employees, and agents, has not: (1) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (2) been convicted of any felony or misdemeanor involving the abuse of any patient; or (3) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a provider; or (4) entered into a settlement in lieu of conviction for fraud or abuse, within the last ten years; or, (5) been found liable for fraud or abuse in any civil proceeding, within the last ten years. Provider further agrees that DHCS shall not enroll Provider if within the last ten years, Provider has been convicted of any felony or any misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding.
18. **Changes to Provider Information.** Provider agrees to keep its application for enrollment in the Medi-Cal program or the CYBHI Fee Schedule program current by informing DHCS, Provider Enrollment Division, in writing on a form or forms to be specified by DHCS, within 35 days of any changes to the information contained in its application for enrollment, its disclosure statement, this Agreement, and/or any attachments to these documents.
19. **Prohibition of Rebate, Refund, or Discount.** Provider agrees that it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal member or CYBHI Fee Schedule program beneficiary. Provider further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal member.

Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law.

20. **Member Billing.** Provider agrees that it shall not submit claims to or demand or otherwise collect reimbursement from a CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, or from other persons on behalf of the program beneficiary, for any service included in the CYBHI Fee Schedule program's scope of benefits.
21. **Compliance with Billing and Claims Requirements.** Provider agrees that it shall comply with all of the billing and claims requirements set forth in the Welfare and Institutions Code and its implementing regulations, and the Medi-Cal provider manual.
22. **Payment from CYBHI Fee Schedule Program Shall Constitute Full Payment.** Provider agrees that payment received from a payer of responsibility in accordance with CYBHI Fee Schedule program shall constitute payment in full.
23. **Deficit Reduction Act of 2005, Section 6032 Implementation.** As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act (42 USC 1396a(a)(68)), set forth in that subsection and as the federal Secretary of Health and Human Services (HHS) may specify.
24. **Termination of Provisional Provider or Preferred Provisional Provider Status.** Provider agrees that, while it is on provisional provider status or preferred provisional provider status, the provider will be subject to immediate termination of its provisional provider status or preferred provisional provider status and disenrollment from the Medi-Cal program or the CYBHI Fee Schedule program in the following circumstances:
    a. The provider, persons with an ownership or control interest in the provider, or persons who are directors, officers, or managing employees of the provider have been convicted of any felony, or convicted of any misdemeanor involving fraud or abuse in any government program, related to neglect or abuse of a patient in connection with the delivery of a health care item or service, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or have been found liable for fraud or abuse in any civil proceeding, or have entered into a settlement in lieu of conviction for fraud or abuse in any

government program within 10 years of the date of the application package.

b. There is a material discrepancy in the information provided to DHCS, or with the requirements to be enrolled in the Medi-Cal program, that is discovered after provisional provider status or preferred provisional provider status has been granted and that cannot be corrected because the discrepancy occurred in the past.
c. The provider has provided material information that was false or misleading at the time it was provided.
d. The provider failed to have an established place of business at the business address for which the application package was submitted at the time of any onsite inspection, announced or unannounced visit, or any additional inspection or review conducted pursuant to this article or a statute or regulation governing the Medi-Cal program, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods supplies, or merchandise are rendered or delivered at locations other than the business address and this practice of delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status of preferred provisional provider status was granted.
e. The provider fails to possess either of the following:
    i. The appropriate licenses, permits, certificates, or other approvals needed to practice the profession or occupation, or provide the services, goods, supplies, or merchandise the provider identified in the application package approved by the department when the provisional provider status or preferred provisional provider status was granted and for the location for which the application was submitted.
    ii. The business or zoning permits or other approval necessary to operate a business at the location identified in its application package approved by the department when the provisional provider status or preferred provisional provider status was granted.
f. The provider commits any violation of a federal or state statute or regulation governing the Medi-Cal program, the CYBHI Fee Schedule program, or of a statute or regulation governing the provider's profession or occupation and the violation represents a threat of immediate jeopardy

or significant harm to any CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, or to the public welfare.

g. The provider submits claims for payment that subject a provider to suspension under W&I Code section 14043.61.
h. The provider submits claims for payment for services, goods, supplies, or merchandise rendered at a location other than the location for which the provider number was issued, unless services are rendered at a location that meets the definition of a schoolsite in the H&S Code section 1374.722(b)(6).
i. The provider has not paid its fine, or has a debt due and owing, including overpayments and penalty assessments, to any federal, state, or local government entity that relates to Medicare, Medicaid, Medi-Cal, or any other federal or state health care program, including the CYBHI Fee Schedule program, and has not made satisfactory arrangements to fulfill the obligation or otherwise been excused by legal process from fulfilling the obligation.

25. **Provider Suspension; Appeal Rights; Reinstatement.** Provider agrees that it is to be subject to the following suspension actions. Provider further agrees that the suspension by DHCS of Provider shall include deactivation of all of Provider's provider numbers and shall preclude Provider from submitting claims for payment, either personally or through claims submitted by any individual, clinic, group, corporation, or other association to the Medi-Cal program and the CYBHI Fee Schedule program for any services, supplies, goods, or merchandise that provider has provided directly or indirectly to a Medi-Cal member, except for services, supplies, goods, or merchandise provided prior to the suspension.
    a. Automatic Suspensions/Mandatory Exclusions. DHCS shall automatically suspend Provider under the following circumstances:
        i. Upon notice from the Secretary of the United States Department of Health and Human Services that Provider has been excluded from participation in the Medicare or Medicaid programs. No administrative appeal of a suspension on this ground shall be available to Provider. (W&I Code section 14123(b), (c).)
        ii. If Provider has license(s), certificate(s), or other approval(s) to provide health care services, revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s),

or approval(s) while a disciplinary hearing on that license, certificate, or approval was pending. (W&I Code section 14043.6.)

iii. If Provider is convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service. Suspension following conviction is not subject to the proceedings under W&I Code section 14123(c). However, the director may grant an informal hearing at the request of the provider to determine in the director's sole discretion if the circumstances surrounding the conviction justify rescinding or otherwise modifying the suspension.

b. Permissive Suspensions/Permissive Exclusions. DHCS may suspend Provider under the following circumstances:

i. Provider violates any of the provisions of Chapter 7 of the W&I Code (commencing with Section 14000 except for Sections 14043–14044), or Chapter 8 (commencing with Section 14200) or any rule or regulations promulgated by DHCS pursuant to those provisions. Administrative appeal pursuant to H&S Code, Section 100171. (W&I Code section 14123(a), (c).)

ii. Provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to CYBHI Fee Schedule program beneficiaries, including Medi-Cal members. Administrative appeal pursuant to H&S Code section 100171. (W&I Code section 14124.2.)

26. **Legislative and Congressional Changes.** Provider agrees that this Agreement is subject to any future additional requirements, restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress which may affect the provisions, terms, conditions, or funding of this Agreement in any manner.
27. **Provider Capacity.** Provider agrees that Provider, and the officers, directors, employees, and agents of Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
28. **Indemnification.** Provider agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying services, materials, or supplies in connection with

Provider's performance of this Agreement, and from any and all claims and losses accruing or resulting to any CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, or to any other person, firm, or corporation who may be injured or damaged by Provider in the performance of this Agreement.

29. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
30. **Venue.** Venue for all actions, including federal actions, concerning this Agreement, lies in Sacramento County, California, or in any other county in which the California Department of Justice maintains an office.
31. **Titles.** The titles of the provisions of this Agreement are for convenience and reference only and are not to be considered in interpreting this Agreement.
32. **Severability.** If one or more of the provisions of this Agreement shall be invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Either party having knowledge of such a provision shall promptly inform the other of the presumed non-applicability of such provision. Should the nonapplicable provision go to the heart of this Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties.
33. **Assignability.** Provider agrees that it has no property right in or to its status as a Provider in the Medi-Cal program or in or to the provider number(s) assigned to it, and that Provider may not assign its provider number for use as a Medi-Cal provider, or in the CYBHI Fee Schedule program, or any rights and obligations it has under this Agreement except to the extent purchasing owner is joining this provider agreement with successor liability with joint and several liability.
34. **Waiver.** Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this Agreement, shall not be interpreted to be a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.
35. **Complete Integration.** This Agreement, including any attachments or documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Agreement.
36. **Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this

Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.

37. **Provider Attestation.** Provider agrees that all information it submits on the application form for enrollment, this Agreement, and all attachments or changes to either, is true, accurate, and complete to the best of Provider's knowledge and belief. Provider further agrees to sign the application form for enrollment, this Agreement, and all attachments or changes to either, under penalty of perjury under the laws of the State of California.

C. CYBHI FEE SCHEDULE TERMS AND CONDITIONS

1. **Compliance with the CYBHI Fee Schedule Program Manual.** As a condition of participation in the CYBHI Fee Schedule program, Provider will comply with provisions of the CYBHI Fee Schedule Program Manual promulgated by DHCS pursuant to W&I Code section 5961(g).
2. **Third-Party Administrator (TPA).** DHCS contracted with a TPA entity to administer and oversee the CYBHI Fee Schedule Program.
    a. Provider will timely execute necessary Memoranda of Understanding (MOUs) and Data-Use Agreements, as applicable, with the TPA entity to establish a contractual relationship with the TPA entity, as DHCS' delegate.
    b. Provider will timely submit data, information, and documentation, as specified by the TPA entity, necessary to enable the TPA entity to administer the CYBHI Fee Schedule program.
    c. Provider will timely respond to requests for additional information from the TPA entity and/or DHCS.
    d. Provider will transmit service claims for reimbursement, student health insurance information, and designated provider and practitioner data to the TPA entity.
    e. By submitting such data and information, including claims, Provider attests, to the best of their knowledge, to the accuracy, completeness, and truthfulness of data and information transmitted to the TPA entity.
    f. To the extent that Provider has a contract for services with a MCP, health care service plan, or insurer, Provider will submit claims for services rendered pursuant to such a contract to the MCP, health care service plan or insurer directly.
        i. If such a contract exists with one or more MCPs, health care service plans, or insurers, Provider will notify, in writing, the TPA

entity via contact information provided by the TPA entity and DHCS via email to DHCS.SBS@dhcs.ca.gov.

3. Designated Providers and Practitioners.

a. Provider will ensure that all CYBHI Fee Schedule covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with 22 CCR section 50000. et. seq.; Business and Professions (B&P) Code sections 500 through 4999.129 and Education (Ed.) Code section 44000.

b. Provider will, on a monthly basis or another frequency specified by the TPA entity, in a format specified by the TPA entity, submit a designated provider and practitioner roster to the TPA entity. Designated providers and practitioners may include any or all of the following:

   i. Provider's employees that are Pupil Personnel Services Credentialed practitioners, licensed mental health professionals, Community Health Workers, Wellness Coaches, or other qualified professionals eligible to furnish services under the CYBHI Fee Schedule program.

   ii. Entities, including organizational providers or sole practitioners, contracted by Provider to furnish behavioral health services to students on Provider's behalf.

   iii. Entities, including organizational providers or sole practitioners, that are not under contract but are affiliated with Provider, whereby Provider makes referrals, directly or indirectly, to the entity for medically necessary services covered under the CYBHI Fee Schedule program.

c. Provider will submit a complete roster to the TPA entity no later than the 15th day of each month for the following month.

d. Designated providers and practitioners must be identified by Provider on the monthly provider roster in order to be eligible for reimbursement under the CYBHI Fee Schedule program for claims with dates of service during that month.

e. If Provider requests a modification to its monthly roster, Provider may make such request, in writing, to the TPA entity.

f. Affiliated providers and practitioners, not employed or contracted by Provider to act on Provider's behalf, must be enrolled in the Medi-Cal program to be eligible for reimbursement under the CYBHI Fee Schedule program.

g. All designated providers or practitioners must maintain good standing to participate in the Medi-Cal program.
h. All designated provider organizations, either contracted or affiliated with Provider, must have a Type II NPI number, which must be included on any claims for reimbursement.
i. All designated rendering practitioners must, if applicable, have a Type I NPI number, which shall be included on any claims for reimbursement.
j. Provider will ensure that all Ordering, Referring and Prescribing (hereinafter "ORP") practitioners, to the extent there exists an enrollment pathway, are enrolled in the Medi-Cal program through DHCS' Provider Application and Validation for Enrollment (PAVE) provider enrollment system.

4. **Eligible Members.** The CYBHI Fee Schedule program covers medically necessary behavioral health services provided to students, under the age of 26, enrolled in a Medi-Cal MCP, Medi-Cal FFS, a health care service plan, or a disability insurer.
    a. Behavioral health services furnished to students not enrolled in one of the mandated plan or insurers, on the date that the service was furnished, are not eligible for reimbursement under the CYBHI Fee Schedule program.
    b. H&S Code section 1374.722 provides that services provided pursuant to its provisions shall not be subject to copayment, coinsurance, deductible, or any other form of cost sharing.
        i. High deductible health plans (HDHPs) that qualify for Health Savings Accounts (HSAs) under section 223 of the Internal Revenue Code (IRC) may not provide benefits for non-preventive-care services until the applicable deductible(s) are met.
        ii. Application of H&S Code section 1374.722 shall not disqualify or otherwise disrupt an HDHP from meeting the requirements of the IRC or its implementing rules as they relate to HSA eligibility.
        iii. For enrollees of HDHPs otherwise qualifying under section 223 of the IRC, health care service plans shall not reimburse for services covered under H&S Code section 1374.722 unless (a) the applicable IRC deductible has been met, or (b) the service is for preventive care, as that term is used by the federal government for purposes of implementing IRC section 223 of

the . If the TPA determines that claims for a member enrolled in a HDHP are not eligible for reimbursement, Provider will be notified by the TPA entity and the claim will be rejected.

c. Students enrolled in the Medi-Cal program, if required, must meet any applicable Share of Cost (SOC) requirements before Provider is eligible to receive reimbursement for services furnished to that student.[5] If the TPA determines that a Medi-Cal member has not met SOC requirements, Provider will be notified by the TPA entity and the claim will be rejected.

5. **Student Health Insurance Information.** Provider will collect and transmit student health insurance information for eligible members to the TPA entity.
   a. Provider must establish policies and procedures for collecting, storing and transmitting student health insurance information to the TPA entity. Provider's policies and procedures may include, but are not limited to, strategies for establishing systems and strategies to systematically collect student health insurance information from an eligible member and/or their authorized representative, as applicable; and/or, establishing systems and strategies to collect student health insurance information at the point of service. Provider must submit its policies and procedures to the TPA entity for review. Modifications to the Provider's policy may be subsequently submitted to the TPA entity, as applicable.
   b. If Provider determines that a student has other health care coverage in addition to coverage provided by a CYBHI Fee Schedule mandated Medi-Cal MCP, health care service plan, or insurer, Provider must notify the TPA entity and comply with all state and federal requirements pertaining to third-party liability, this includes but is not limited to any policy directives issued by HHS and CMS and the standards found in 42 USC section 1396a (a) (25); 42 CFR section 433.139; W&I Code sections 14005, 14023.7, 14124.90; and 22 CCR sections 51005 and 50761, et. seq.

[5] https://mcweb.apps.prd.cammis.medi-cal.ca.gov/assets/32F2D4C6-B1D5-4A83-B325-92E2C579C243/share.pdf?access_token=6UyVkRRfByXTZEWIh8j8QaYylPyP5ULO

6. Scope of Services and Reimbursement Rates.

a. Provider is eligible for reimbursement for medically necessary outpatient mental health and substance use disorder services furnished to a student 25 years of age or younger at a schoolsite.

i. Medically necessary treatment of a mental health or substance use disorder means a service addressing the specific needs of an individual, for the purpose of preventing, diagnosing, or treating an illness, injury, condition or symptoms.[6]

ii. For Medi-Cal students under the age of 21, the definition of medically necessary is to correct or ameliorate health defects, physical and mental illnesses, and conditions discovered by screening services.[7]

1) Services are covered when they prevent a condition from worsening and/or prevent the development of additional health problems.

2) Services that maintain or improve a child's current health condition are covered because they "ameliorate" a condition.

iii. For Medi-Cal members 21 years of age or older, a Medi-Cal service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.[8]

iv. The determination of whether a service is medically necessary 1) must take into account the particular needs of the child; and, 2) is made on a case-by-case basis.

b. Specific services and procedure codes eligible for reimbursement under the CYBHI Fee Schedule Program are detailed in the CYBHI Fee Schedule Scope of Services, Codes and Reimbursement Rates, as well as the CYBHI Fee Schedule Program Manual, published on the DHCS website.[9]

c. Claims for services will be reimbursed at the fee-for-service rates determined by DHCS pursuant to W&I Code section 5961.4(a) and

[6] California H&S Code section 1374.72(a)(3)(A); California Insurance Code section 10144.5(a)(3)(A).

[7] https://www.dhcs.ca.gov/services/Medi-Cal-For-Kids-and-Teens/Pages/Provider-Information.aspx

[8] Refer to California W&I Code section 14184.402

[9] https://www.dhcs.ca.gov/CYBHI/Pages/Fee-Schedule.aspx

published in the CYBHI Fee Schedule Scope of Services, Codes and Reimbursement Rates document posted on DHCS' website.

d. Provider will not seek reimbursement through the CYBHI Fee Schedule program for services furnished to a student, if the service is specified on an Individualized Educational Plan (IEP) or an Individualized Family Services Plan (IFSP), pursuant to any applicable state and federal law mandating Provider to accommodate or provide services to students with disabilities, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. section 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations.
e. CYBHI Fee Schedule Program services are not subject to prior authorization requirements.[10]

7. **Participation in the Local Educational Agency Billing Option Program (LEA BOP).** If Provider opts to participate in both the CYBHI Fee Schedule program and the Local Educational Agency Billing Option Program (LEA BOP), Provider will ensure non-duplication of claims submitted for reimbursement.
    a. As a condition of participation in both programs, Provider will submit claims for reimbursement to DHCS under the LEA BOP for behavioral health services specified on an Individualized Educational Plan (IEP) or an Individualized Family Services Plan (IFSP), pursuant to any applicable state and federal law mandating Provider to accommodate or provide services to students with disabilities, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. section 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations..
    b. In accordance with any instructions provided by DHCS, Provider will furnish information to DHCS via the LEA BOP Cost and Reimbursement Comparison Schedule (CRCS) about CYBHI Fee Schedule reimbursements made to Provider for services rendered by

[10] Health and Safety Code § 1374.722(c)(1)

practitioners in both the LEA BOP Participant Pool 1 and the CYBHI Fee Schedule program.

c. Provider agrees to maintain good standing and comply with all LEA BOP and CYBHI Fee Schedule program requirements.

8. Compliance with Billing and Claims Requirements.

a. Provider agrees that it shall comply with all billing and claims requirements set forth in the W&I Code and its implementing regulations, the Medi-Cal Provider Manual, and the CYBHI Fee Schedule Program Manual.

b. Provider further agrees to comply with billing and claiming guidance issued by DHCS and/or the TPA entity, including, but not limited to instructions for claims formatting, required data elements, claims submission timelines, and transmission requirements.

9. Denials, Audits, Overpayments and Provider Disputes.

a. DHCS, the TPA entity and/or a payer of responsibility under the CYBHI Fee Schedule program[11] may deny payment of a claim if the claim is deemed ineligible for reimbursement due to any of the following:

i. The claim is incomplete, inaccurate, or invalid.

ii. A duplicate claim was submitted for payment to the TPA entity, a payer of responsibility pursuant to state law, and/or DHCS.

iii. The furnishing provider and/or rendering practitioner is not eligible for reimbursement under the CYBHI Fee Schedule program. See section 3 above.

iv. The service was not provided by a health care provider appropriately licensed or authorized to provide the service.

v. If DHCS, the TPA entity, or a payer of responsibility reasonably determines that services were provided to a student not enrolled in the health plan on the date of service.

vi. The service was never performed.

vii. The service was not appropriately documented in Provider's record-keeping system (e.g., electronic health record, student education records).

viii. Fraud, waste, or abuse.

b. DHCS, the TPA entity and/or a payer of responsibility may conduct a post-payment claim review and issue a notice of overpayment if it is

[11] Payers of responsibility include the Medi-Cal managed care plans, health care service plans, and disability insurers.

determined, within a reasonable timeframe, that the claim was not eligible for payment due to one or more of the reasons specified in paragraph (a) above.

c. Provider must return funds subject to recoupment pursuant to a notice of overpayment.
    i. If the denial or recoupment is issued because it is determined that the student was not enrolled in the health plan on the date services were rendered and the student is subsequently covered by another payer of responsibility, the TPA entity will submit the claim for reimbursement to the new payer of responsibility if the determination is made within 180 days from the date of service.
d. If Provider disputes the denial or notice of overpayment, it must timely notify the TPA entity in accordance with requirements set forth in the CYBHI Fee Schedule Program Manual.

10. **Member Grievances and Appeals.** Provider must comply with state and federal requirements regarding member grievances and appeals, as specified in the CYBHI Fee Schedule Program Manual.
    a. Provider agrees to provider member grievance and appeal data to the TPA entity and/or to the payer of responsibility.
11. **Care Coordination.** Provider must agree to coordinate care delivery with the student's health plan or insurer and/or the county behavioral health agency when any of the following conditions are met:
    a. The student is experiencing a mental health crisis or is a danger to themselves or others.
    b. Provider is made aware by the student or the student's legal representative that the student is actively engaged in behavioral health services with a network provider of the plan or insurer.
    c. Provider determines that the student requires a referral to a level of care that is not available or appropriate in the school-linked setting (e.g., inpatient or residential treatment).
    d. Provider determines that the student would benefit from evidence-based therapies that Provider does not have the capacity, training, or licensure necessary to furnish.
    e. The student requires continuation of services during a period when Provider is out-of-session (e.g., summer or winter holidays) or otherwise unable to provide timely access to medically necessary treatment.

f. The student and/or the student's legal representative requests a referral.

12. **Data-Sharing.** Provider agrees to share relevant and applicable treatment records and, when necessary, provide professional to professional consultation to ensure a student's community-based provider has the necessary documentation, information, and data necessary to provide clinically appropriate treatment to a student who is also receiving psychoeducation, screening, treatment and/or care coordination services from Provider.
    a. Provider must obtain applicable consents from the student and/or the student's parent or guardian to share treatment records.
13. **Privacy, Confidentiality and Consent.**
    a. As a condition of participation, Provider must execute a Health Insurance Portability and Accountability Act (HIPAA) Business Associates Addendum (hereinafter BAA) as an attachment to this Agreement.
    b. Provider must adhere to all applicable federal and state laws and regulations pertaining to member confidentiality, integrity, and the availability of information that is received, created, processed, stored and transmitted by Provider pursuant to this Agreement. This includes, as applicable, but is not limited to the following:
        i. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
        ii. W&I Code sections 10850, 10850.1, 10850.2 and 14100.2;
        iii. Information Practices Act of 1977 (Civil Code section 1798 et seq.);
        iv. Confidentiality of Medical Information Act (California Civil Code section 56 et seq.);
        v. California Consumer Privacy Act (CCPA);
        vi. Family Educational Rights and Privacy Act (FERPA), as specified in 42 United States Code (USC) section 1320c-9; 20 USC section 1232g; 42 CFR section 431.300, et. seq.; 34 CFR sections 99.30, 99.31 and 300.154; W&I Code section 14100.2; 22 CCR section 51009; and Ed. Code sections 49060, and 49073 through 49079;
        vii. Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance

Portability and Accountability Act of 1996 (HIPAA) to Student Health Records;[12]

viii. Confidentiality of Medical Information Act (CMIA);

ix. California Civil (Civ.) Code section 56.10;

x. DHCS Data De-identification Guidelines (DDG) v2.2 (https://www.dhcs.ca.gov/dataandstats/Pages/PublicReportingGuidelines.aspx); and,

xi. Other requirements of state and federal law, including related regulations and published guidelines, to the extent that these authorities contain requirements applicable to the Provider pursuant to this Agreement.

c. Minor Consent.

i. Notwithstanding any provision of law to the contrary, pursuant to H&S Code section 124260(b)(1) and the California Family (Fam.) Code 6924(b), a minor may consent to outpatient mental health treatment or counseling services if they are deemed by the attending professional person to be mature enough to participate intelligently in the treatment or counseling services and would present a danger of serious physical or mental harm to themselves or others without the treatment or counseling services.

ii. Notwithstanding any provision of law to the contrary, the mental health treatment or counseling of a minor shall include involvement of the minor's parent or guardian, unless the professional person who is treating or counseling the minor, after consulting with the minor, determines that the involvement would be inappropriate. The professional person who is treating or counseling the minor shall state in the client record whether and when the person attempted to contact the minor's parent or guardian, and whether the attempt to contact was successful or unsuccessful, or the reason why, in the professional person's opinion, it would be inappropriate to contact the minor's parent or guardian.[13]

[12] https://studentprivacy.ed.gov/sites/default/files/resource_document/file/2019%20HIPAA%20FERPA%20Joint%20Guidance%20508.pdf

[13] H&S Code § 124260(c).

14. **Documentation Standards and Reporting Requirements.** Provider agrees to comply with all documentation standards and reporting requirements specified in the CYBHI Fee Schedule Program Manual.
15. **Language Access Requirements.** Provider agrees to comply with language access requirements pursuant to state and federal law.
    a. When a bilingual practitioner is unavailable to provide services in a CYBHI Fee Schedule program beneficiary's preferred language, when the preferred language is a language other than English, Provider will provide access to language interpretation and translation services in all Medi-Cal threshold languages for CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, and/or their parent or caregiver.
    b. Provider represents and assures the State that all actions it takes pursuant to and in furtherance of the Agreement complies with the Americans with Disabilities Act (ADA) and all applicable regulations and guidelines issued pursuant to the ADA, which prohibits discrimination on the basis of disability.
    c. Provider will ensure that deliverables developed and produced pursuant to the Agreement comply with federal and state laws, regulations, or requirements regarding accessibility and effective communication, including the ADA (42 USC section 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 USC section 794(d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

D. CONSORTIA BILLING

1. **Lead LEA.** If Provider is participating in a consortium for billing, as the lead LEA:
    a. Prior to acting as the lead LEA on behalf of participating LEAs, Provider must submit an attestation letter to DHCS from each participating member LEA stating that:
        i. Provider, as the lead LEA, is acting as the participating member LEA's agent;

ii. Provider is authorized, on behalf of the participating member LEA, to handle all matters concerning the CYBHI Fee Schedule Program with DHCS and/or the TPA entity;
iii. The participating member LEA has an executed CYBHI Fee Schedule Program PPA on file with DHCS;
iv. If the participating member LEA is a HIPAA covered entity, a HIPAA business associate agreement is in place between Provider, as the lead LEA, and the participating member LEA;
v. All personally identifiable data will be protected by FERPA and/or, if applicable, HIPAA; and,
vi. Provider's authority is valid until the letter is replaced or revoked in writing by the participating member LEA (or if the letter expires, it is timely replaced).

b. Prior to acting as the lead LEA on behalf of participating member LEAs, Provider must complete and submit to DHCS and/or the TPA entity, as specified, an executed CYBHI Fee Schedule Program Provider Participation Agreement Addendum A: Consortia Billing Agreement.

2. **Participating member LEA.** If Provider is participating in a consortium for billing, as a participating member LEA:
   a. Provider must execute this PPA.
   b. Prior to requesting reimbursement from the Lead LEA, Provider must submit an attestation letter to the Lead LEA stating that:
      i. Provider, as a participating member LEA, authorizes the Lead LEA to act as the participating member LEA's agent;
      ii. Provider authorizes the Lead LEA to handle all matters concerning the CYBHI Fee Schedule program with DHCS and/or the TPA entity;
      iii. If Provider is a HIPAA covered entity, Provider a HIPAA business associate agreement is in place between Provider and the Lead LEA;
      iv. All personally identifiable data will be protected by FERPA and/or, if applicable, HIPAA; and,
      v. The Lead LEA's authority is valid until the letter is replaced or revoked in writing by the participating member LEA (or if the letter expires, it is timely replaced).
3. **Liability of Consortium or Other Designated Providers.** Provider agrees that, if it is a provider group or consortium for billing, the group or

consortium for billing, and each member of the group or consortium for billing, are jointly and severally liable for any breach of this Agreement, and that action by DHCS against any of the providers in the provider group or consortium for billing may result in action against all of the members of the provider group or consortium for billing.

E. COMPLIANCE AND PROGRAM INTEGRITY MONITORING

1. In addition to the specific auditing and oversight activities specified in Section B of this Agreement, Provider will be subject to regular CYBHI Fee Schedule program monitoring and clinical quality oversight requirements specified in the CYBHI Fee Schedule Program Manual.
2. Provider agrees to participate in monitoring activities and timely compliance with requests for data and information necessary to carry out monitoring activities.

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F. DECLARATION

1. **Provider agrees that compliance with the provisions of this agreement is a condition precedent to payment to Provider.**
2. **The parties agree that this agreement is a legal and binding contract and is fully enforceable in a court of competent jurisdiction.**
3. **The individual signing this agreement is duly authorized and warrants that they have read this agreement and understands it.**
4. **I declare under penalty of perjury under the laws of the State of California that the foregoing information is true, accurate, and complete to the best of my knowledge and belief.**
5. **I declare I am the Provider or I have the authority to legally bind the Provider, which is an entity and not an individual person and that I am eligible to sign this agreement under Title 22, CCR section 51000.30(a)(2)(B).**

1. Printed legal name of Provider

   Anaheim Union High School District (AUHSD)

2. Printed name of person signing this declaration on behalf of Provider

   Jaron Fried, Assistant Superintendent, Education

3. Signature of the person signing this declaration (DocuSign or another electronic signature format)

4. Title of the person signing this declaration

   Assistant Superintendent, Education

4. Executed at (City, State):

   Anaheim, California

5. Executed on (Date – month, day, year):

   October 17, 2024

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of DHCS Authorized Representative:
Printed Name of DHCS Authorized Representative:
Printed Title of DHCS Authorized Representative:
Date:

(Civil Code Section 1798 et seq.)

All information requested on the Application, the disclosure statement, and the provider agreement is mandatory. This information is required by the California Department of Health Care Services and any other California State Departments that are delegated responsibility to administer the Medi-Cal program, by the authority of Welfare and Institutions Code sections 14043 – 14043.75, the California Code of Regulations, Title 22, sections 51000 – 51451 and the Code of Federal Regulations, Title 42, Part 455. The consequences of not supplying the mandatory information requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Medi-Cal program. Some or all of this information may also be provided to the California State Controller's Office, the California Department of Justice, the California Department of Consumer Affairs, the California Department of Corporations, the California Franchise Tax Board or other California state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, or as required or permitted by law. For more information or access to records containing your personal information maintained by this agency, contact the Office of Strategic Partnerships via email at DHCS.SBS@dhcs.ca.gov.

Heluna Health
EMPOWERING POPULATION HEALTH INITIATIVES SINCE 1969

Crossroads Parkway North, Suite 450 | City of Industry, CA | 91746
Phone: 800.201.7320 | Fax: 562.205.2453 | www.helunahealth.org

EXHIBIT KK

IMPLEMENTATION SUBAWARD AGREEMENT

THIS AGREEMENT IS HEREBY MADE by and between Public Health Foundation Enterprises, Inc. DBA HELUNA HEALTH, a 501(c)(3) California nonprofit corporation (hereafter "HELUNA HEALTH", or "Client"), and the GRANTEE (hereafter "GRANTEE") identified below and, sets forth the terms and conditions between Client and GRANTEE, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate the GRANTEE as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever.

I. IDENTIFIED PARTIES

CLIENT	**SUBAWARD GRANTEE**
HELUNA HEALTH 13300 Crossroads Parkway North, Suite 450 City of Industry, CA 91746 www.helunahealth.org ATTN: Tax ID: 95-2557063 POC: Peter Dale HH PMO Email: CYBHI@pgm.helunahealth.org	Anaheim Union High School District 501 N. Crescent Way, Anaheim, CA 92801 Tax ID: 95-6000120
Program: CYBHI	**Program No.:** 1040.0401

II. TERM. Unless otherwise terminated or extended by written notice, the Term of this Agreement shall commence on date of execution and end on 06/30/2025. Term dates subject to change based on Implementation Plan.

III. SERVICES AND COMPENSATION. GRANTEE shall perform the services described below, and as described in Attachment A, Statement of Work ("SOW"). Services will take place at location(s) specified in the GRANTEE Implementation Plan.

(a) Scope of Work. GRANTEE shall perform all services as stated in the agreed Invoice or Scope of Work, Exhibit A. GRANTEE shall perform the services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. GRANTEE maintains and shall maintain during all relevant times under this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of GRANTEE as a business operator.

(b) Payment. HELUNA HEALTH agrees to compensate the GRANTEE **in accordance with Exhibits B and C attached hereto. See Exhibit B "Budget" for line-item budget detail.** GRANTEE shall be compensated only for services performed and required as set forth above. Additional services and/or costs will not be compensated. The compensation described is an all-inclusive amount. The total compensation payable to the GRANTEE hereunder shall be as set forth below:

☒ TOTAL not to exceed subaward **$410,000**

If for any reason GRANTEE receives any compensation in excess of the amount described above, GRANTEE shall notify HELUNA HEALTH of the overpayment and repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) Invoice. Invoices shall be submitted in **accordance with Exhibit C.**

Payment for submitted invoices shall be made after receipt and approval of all deliverables associated with each invoice. GRANTEE shall submit invoices to the attention of the HELUNA HEALTH Contact Person set forth above. **All final invoices** must be received within 30 days of the expiration or termination of this Subaward Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, GRANTEE waives (at HELUNA HEALTH's discretion) all rights to payment under such invoices. The GRANTEE shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to GRANTEE or its employees as a result of or in connection with the services performed by GRANTEE hereunder.

IV. INSURANCE. GRANTEE shall maintain insurance coverages **in accordance with those listed in Exhibit E.**

V. AUTHORIZED SIGNERS. The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

			5/28/24
HELUNA HEALTH	Date	SUBAWARD GRANTEE	Date

Dr. Jaron Fried

1. **STATUS OF GRANTEE.** Nothing in this Agreement is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent contractor relationship. GRANTEE or independent contractor shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

   GRANTEE shall retain sole and absolute discretion and judgment in the manner and means of carrying out GRANTEE's services hereunder. GRANTEE is under the control of HELUNA HEALTH as to the results of GRANTEE's services only, and not as to the means by which such results are accomplished. GRANTEE shall be responsible for completing the Scope of Work in a timely manner in accordance with this Agreement, but GRANTEE will not be required to follow or establish a regular or daily work schedule.

   HELUNA HEALTH shall not be liable for any obligations incurred by GRANTEE unless specifically authorized in writing by HELUNA HEALTH. GRANTEE shall not act as an agent of HELUNA HEALTH, ostensibly or otherwise, nor bind HELUNA HEALTH in any manner, unless specifically authorized to do so in writing by HELUNA HEALTH.

   HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of GRANTEE to assure its conformity with this Agreement.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of GRANTEE or the employees of the GRANTEE. GRANTEE shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

   GRANTEE understands that GRANTEE is responsible to pay, according to law, GRANTEE's income taxes. If GRANTEE is not a corporation or other legal entity, GRANTEE further understands that GRANTEE may be liable for self-employment (social security) tax, to be paid by GRANTEE according to law. GRANTEE agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of GRANTEE's failure to pay any federal, state or local income and self- employment taxes or other assessments due as a result of GRANTEE's services hereunder. Furthermore, to avoid conflict with federal or state regulations, GRANTEE will not be eligible for employment with HELUNA HEALTH within the same calendar year in which GRANTEE performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because GRANTEE is engaged in GRANTEE's own independent business, GRANTEE is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans.

4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning GRANTEE or the employees of GRANTEE. All persons hired by GRANTEE to assist in performing the tasks and duties necessary to complete the services shall be the employees of GRANTEE unless specifically indicated otherwise in an agreement signed by all parties. GRANTEE shall immediately provide proof of Workers' Compensation insurance and General Liability insurance covering said employees, upon request of HELUNA HEALTH.

5. **EQUIPMENT AND SUPPLIES.** GRANTEE shall provide all necessary equipment, materials and supplies required by GRANTEE to perform the services. GRANTEE will not rely on the equipment or offices of HELUNA HEALTH for completion of tasks and duties set forth pursuant to this Agreement.

6. **TERMINATION.** Without cause, HELUNA HEALTH may terminate this agreement by giving 15 days prior written notice to GRANTEE of intent to terminate without cause. With reasonable cause, HELUNA HEALTH may issue a Notice and Right to Cure OR terminate this agreement effective immediately upon GRANTEE's receipt of written notice of termination for cause. Reasonable cause shall include: (A) material violation or breach of this agreement, (B) any act of the GRANTEE that exposes HELUNA HEALTH to liability to others for personal injury or property damage or any other harm, damage or injury, and (C) cancellation or reduction of funding affecting the Program affecting the services.

   Notice and Right to Cure. A. Unless otherwise specified in this Agreement, in the event of a default, HELUNA HEALTH may provide written notice of such default and the specific action required to cure such default, and the GRANTEE shall have thirty (30) days from the date that the notice is received to cure the default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, then the defaulting GRANTEE shall not be deemed in default if and so long as such party commences and diligently continues to pursue the cure of such default within the 30-day period, and continuously pursues such cure thereafter to completion, but in no event beyond the Absolute Deadline as specified in the notice to cure unless otherwise agreed.

   Upon the expiration or termination of this Agreement, GRANTEE shall promptly return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material and any and all Confidential Information of HELUNA HEALTH and all Work Product (as defined below). HELUNA HEALTH shall have the right to withhold final payment to the GRANTEE until all such items are returned to HELUNA HEALTH.

   These Terms and Conditions and any provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

7. **COMPLIANCE WITH LAWS.** The GRANTEE shall comply with all state and federal statutes and regulations applicable to the GRANTEE, the services or the Program, in performing GRANTEE's obligations under this Agreement. GRANTEE represents and warrants that neither GRANTEE nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.

8. **HIPAA (if applicable).** If the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") is applicable to the services, GRANTEE shall execute and deliver HELUNA HEALTH's standard Business Associate Agreement as required by HIPAA.

9. **NON-DISCLOSURE.** HELUNA HEALTH and GRANTEE agree that during the course of this agreement, GRANTEE may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by HELUNA HEALTH and/or GRANTEE. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of HELUNA HEALTH, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about HELUNA HEALTH and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to HELUNA HEALTH by any third party which HELUNA HEALTH is obligated to treat as confidential and/or proprietary. This Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons, who can obtain economic value from its disclosure or use, is not readily available through any source other than HELUNA HEALTH and is the subject of reasonable efforts to maintain secrecy. Because GRANTEE may be exposed to and become aware of said Confidential Information and, because of its unique and confidential nature, the parties hereto desire to afford HELUNA HEALTH protection against its unauthorized use or its use in any manner detrimental to HELUNA HEALTH. Therefore, GRANTEE shall not disclose in any manner whatsoever any of the aforesaid Confidential Information, directly or indirectly, or use it in any way whatsoever, either during this agreement with HELUNA HEALTH or at any time thereafter, except as required in the course of GRANTEE's work with HELUNA HEALTH or except as otherwise provided in this Agreement. Further, GRANTEE shall develop and maintain procedures and take other reasonable steps in furtherance of HELUNA HEALTH's desire to maintain the confidentiality of its Confidential Information.

   All documents and other items which might be deemed the subject of or related to Confidential Information of HELUNA HEALTH's business, whether prepared, conceived, originated, discovered, or developed by GRANTEE, in whole or in part, or otherwise coming into GRANTEE's possession, shall remain the exclusive property of HELUNA HEALTH and shall not be copied or removed from the premises of HELUNA HEALTH without the express written consent of HELUNA HEALTH. All such items, and any copies thereof, shall be immediately returned to HELUNA HEALTH by GRANTEE upon request at any time and upon termination of this agreement.

10. **NON-SOLICITATION OF EMPLOYEES.** During the Term of this Agreement and for two years following the termination of this Agreement with HELUNA HEALTH, GRANTEE shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent contractor by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if GRANTEE engages in actionable conduct after the two-year period referred to above.

11. **WORKS FOR HIRE.** GRANTEE agrees that all discoveries, ideas, inventions, and information that GRANTEE may develop (either alone or in conjunction with others), information or work product developed wholly or partially by GRANTEE as part of or related to GRANTEE's retention by HELUNA HEALTH hereunder (including all intermediate and partial versions thereof) or the performance of the services hereunder or which existence GRANTEE may discover while retained by HELUNA HEALTH, including any software, platforms, all ideas, designs, marks, logos, and content relating thereto, whether or not subject to patent, copyright or trademark or other intellectual property protections including without limitation, any scripts, prototypes, other components (collectively the "Work Product"), shall be the sole property of HELUNA HEALTH upon its creation and (in the case of copyrightable works) upon its fixation in a tangible medium of expression.

    GRANTEE hereby forever assigns to HELUNA HEALTH and State of California DHCS all right, title and interest in any Work Product designed and/or developed by GRANTEE or otherwise delivered to HELUNA HEALTH as part of or related to GRANTEE's retention with HELUNA HEALTH. The Work Product shall be the sole property of HELUNA HEALTH and DHCS and all copyrightable and patentable aspects of the Work Product are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which HELUNA HEALTH and DHCS are to be the "author" within the meaning of such Act. All such copyrightable and patentable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by HELUNA HEALTH and DHCS on their creation, and GRANTEE hereby expressly disclaims any interest in any of them. In the event (and to the extent) that any Work Product or any part or element of them, is found as a matter of law not to be a "Work Made For Hire" within the meaning of the Act, GRANTEE hereby assigns to HELUNA HEALTH and DHCS the sole and exclusive right, title and interest in and to all such works, and all copies of any of them, without further consideration, and, if such assignment is invalid, GRANTEE hereby grants HELUNA HEALTH and DHCS a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of GRANTEE's Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tiers of sublicenses. GRANTEE shall deliver all Work Product to HELUNA HEALTH free and clear of any and all claims, rights and encumbrances of third parties.

    With HELUNA HEALTH's approval and at HELUNA HEALTH's expense, GRANTEE will execute such other documents of registration and recordation as may be necessary to perfect in HELUNA HEALTH, or protect, the rights assigned to HELUNA HEALTH hereunder in each country in which HELUNA HEALTH reasonably determines to be prudent. GRANTEE hereby grants HELUNA HEALTH and DHCS the exclusive right, and appoints HELUNA HEALTH as attorney-in-fact, to execute and prosecute in GRANTEE's name as author or inventor or in HELUNA HEALTH's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right in or to the Work Product, and to undertake any enforcement action with respect to any Work Product.

    All rights to the Work Product assigned or granted to HELUNA HEALTH hereunder shall be subject to any rights of the Program under HELUNA HEALTH's agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

12. **INDEMNITY.** GRANTEE hereby agrees to indemnify, hold harmless and defend HELUNA HEALTH, its board of trustees, officers, directors, agents, contractors and employees from any and all claims, causes of action, costs, demands, expenses (including attorney's fees and costs), losses, damages, injuries, and liabilities arising from (i) any accident, death, or injury whatsoever or however caused to any person or property arising out of the intentional action or negligence of GRANTEE (or its agents, subcontractors or employees), (ii) GRANTEE's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation, (iii) the breach by GRANTEE (or its agents, subcontractors or employees) of any of its representations, warranties or agreements under this Agreement or (iv) any claims that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party. This duty to indemnify and defend shall survive the termination of this agreement.

13. **RECORD RETENTION AND ACCESS TO RECORDS.** GRANTEE shall grant to HELUNA HEALTH, the Program and the U.S. Comptroller General and their respective authorized representatives upon demand, access to any books, documents, papers and records of GRANTEE relating to this Agreement or the services for audit, examination, excerpt and transcription. GRANTEE shall retain all such records for seven (7) years (or longer if required under HELUNA HEALTH's record retention policy, by the Program or by law, including under Circular A-110, Subpart C, Post- Award Requirements and FAR Subpart 4.7 Contractor Records Retention-4.703 Policy) after final payment is made under this Agreement and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.

15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non convenience.

16. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by GRANTEE of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin GRANTEE from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.

17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.

18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.

19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.

21. **SEVERABILITY**. If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.

22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by GRANTEE without the prior written approval and consent of HELUNA HEALTH.

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EXHIBIT A

TO SUBCONTRACT/SUBAWARD AGREEMENT

SCOPE OF WORK (SOW)

As part of this agreement, the GRANTEE is required to submit an Implementation Plan which will be incorporated into this agreement once reviewed and finalized. The scope of the work below may be subject to change according to GRANTEE'S approved and finalized implementation plan. Founded in 1898, the AUHSD has a student population of approximately 29,000 and almost 3,000 employees, making it one of the largest school districts in the state. Our students, who speak 49 different languages in their homes, attend 21 campuses, and come to us from five feeder elementary districts. Students at AUHSD speak 49 different languages in their homes, attend 20 campuses, and come to us from five feeder elementary districts. In addition to English, languages spoken in our students include Spanish (52.63%), Vietnamese (4.67%), Korean (2.77%), and Arabic (1.745%.) During the 2021-2022 academic school year, 73.5% of the district's student body was comprised of unduplicated populations eligible for free/reduced-price meals, English Language learners, or foster youth (32.8% ELL, and 198 youth in foster care). Additionally, 13% of students across the district qualified as students with disabilities, and 3000 students are considered homeless (as defined by the McKinney-Vento Homeless Assistance Act) due to living in shelters, hotels/motels, cars, with other families, or in other unsuitable living conditions (CDE DataQuest,

CYBHI EBP/CDEP Round Two: Trauma-Informed Programs and Practices

Proposed Approach

Question Title

20. For Training Track only applications – Describe the individual's timeline for completing required training activities. Please also describe the goals, strategy, and associated milestones in your plan to scale the selected EBP/CDEP with the populations of focus upon completion of the training program. See section 1.3 "Purpose." Please upload as attachment in the Survey Monkey tool. **(Max 2500 words. When seeking to upload more than one file, consolidate files into one PDF file; however, not to exceed 16MB.)Bottom of Form**

School Year 2023/2024	School Year 2024/2025	School Year 2025/2026	School Year 2026/2027 and Ongoing
Three mental health leads workers will go through the Train the Trainer Process offered by the Center for Safe & Resilient Schools and Workplace. See Attachment "A" EBP of focus: Three-day training package: Cognitive Behavioral Intervention for Trauma in Schools (CBITS), Racial Trauma Module with the addition of a module focused on addressing racial trauma. The current team of eleven licensed clinicians and three additional clinicians funded by this grant will undergo the trainee process. EBP of Focus: Two-day on-site package: Cognitive Behavioral Intervention for Trauma in Schools (CBITS) Outreach, recruit, and develop a teacher and a parent/caregiver focus group to include their voice and input in building a professional development plan.	1) ToT team develops and delivers professional development to school counselors, school psychologists, and administrators on Trauma-Informed Practices 2) Pilot professional development at four high schools and four feeder junior high schools 3) Evaluate and incorporate into the teacher PD plan the feedback, successes, and challenges that surface with the eight schools that received the PD. 4) Development of training modules for new staff and substitutes teachers, and other staff 5) Trauma-focused workshops for parents and caregivers 6) Assess and incorporate trauma concepts and cultural competencies into the district's current staff training list. These include: 1. Menta Health Referral Process and Expectations 2. Mental Health versus Mental Illness 3. Safety, Violence Prevention, and Crisis Response 4. McKinney-Vento (Homeless) and Foster Youth Programs 5. Gender Support and Needs of LGBTQ Youth	1) PD for additional schools in the district. 2) Evaluate and incorporate into the teacher PD plan the feedback and successes from new schools that received the PD. 3) Work with the Office of Human Resources and site administrators on a structure to deliver training modules to new staff and substitute teachers, and other staff. 4) Roll out monthly mental health parent workshops to include a Trauma focused workshops	1) Refresher training and new staff training. 2) Continuous assessment by site leadership for additional training, implementation needs, etc. 3) Evaluate the online module training for substitutes and new staff. 4) Assess the monthly mental health parent workshops and continue with adjustment of monthly topics.

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Development and purchase of training material for educators. This includes the development of the following professional development components: Build and incorporate trauma concepts and cultural competencies into the district's designed Training of Trainers (ToT) model intended to advance the current practice in delivering, coaching, and consulting for educators.			

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EXHIBIT B
TO SUBCONTRACT/SUBAWARD AGREEMENT
BUDGET & PAYMENT SCHEDULE

IMPLEMENTATION GRANTEE INSTRUCTIONS	
Were modifications made to the original budget submitted with the application? If no, please indicate "no" and do not proceed with filling out this form.	X Yes ☐ No
Applicant / Entity Legal Name:	Anaheim Union HIgh School District
Contact Information (Email & Phone):	Adela Cruz, Director of School Mental Health - 714-999-7734; emial cruz_ad@auhsd.us
Round:	
County or Tribal Nation:	Orange County, California
Name of Practice Model:	Cognitive Behavioral Intervention for Trauma in Schools (CBITS), Racial Trauma Module The Trauma-informed Skills for Educators
BUDGET SUMMARY	
Budget Period:	
ImplementationTrack Type:	☐ Start-Up X Expansion ☐ Integrated
Total Direct Costs:	385400
Approved Indirect Rate (Enter %):	6%
Total Indirect Costs:	24600
Total Costs:	410000

EBP/CDEP GRANT BUDGET INFORMATION

SALARIES AND BENEFITS (Please add more rows if needed)

Title	Monthly Salary	FTE	#of Months	Total Amount Requested (For Life of the Grant)
School Social Worker	Base Yearly Salary (Year One: 78,680.00 Year Two: 88,859.00)	1	198 days of work X 2 years	167,539.00
School Counselor	Base Yearly Salary 76,410.00	1	198 days of work X 1 years	76,410.00
Total Salary Costs:				243,949.00
Benefits	Benefits Percentage:	23%	Total Benefits:	56108
Benefits	Benefits Percentage:		Total Benefits:	0
Benefits	Benefits Percentage:		Total Benefits:	0
Total Staffing Cost:				300057

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OPERATING COSTS		
Expenditure Categories	**Please provide a detail description of the cost associated with each category**	**Total Amount Requested (For Life of the Grant)**
Equipment and capital improvements	Allocation of $7237.00for supplies and materials (office supplies, printing of manuals, flyers, etc.)	7237
Program materials (e.g., manual)		
Planning costs		
Specialized training	Cognitive Behavioral Intervention for Trauma in Schools (CBITS), Racial Trauma Module – 3-day onsite training; CBITS-RTM training for up to 15 clinicians (2 cohorts) $11,250.00 for each cohort. Total of $22,500.00	22500
Supplies		
Technology		
Technical assistance		
Training costs	The Trauma-informed Skills for Educators - Package is a 6-hour In-Service for up to 50 trainees. Training cost is $6,000.00 for up to 50 trainees (3 cohorts)	18000
Travel (If applicable)	Travel expenses for the Treatment and Services Adaptaton Center staff. Expenses will need to include flight, gas, hotel, and meals - Allocation of 6,000.00 for the CBITS and the Trauma Informed Skills for Educators	6000
Other costs (Please provide details in the next column)	Substitute Teachers, additional hours for after-school taskforce The daily teacher rate is $190.00 substitute rate and the teacher hourly rate is $55.04 SUBSTITUTE TEACHERS: 120 teachers across 20 school sites; One day pull out - $190.00 daily substitute rate X 120 teachers = 22,800 TEACHER TASKFORCE: 55.04 X 160 hours (2 hours X 1 days for 4 months X 20 teachers taskforce) for after-school meetings = $8,806.00 Total: $22,800.00 + $8,806.00 = 31,606	31,606
TOTAL OPERATING COSTS		**85343**
TOTAL DIRECT COSTS:		**385400**

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EXHIBIT B

TO SUBAWARD AGREEMENT

BUDGET & PAYMENT SCHEDULE

	Deliverable Description
1.	Tracking log – status of “Subgrantee Terms & Conditions” completion – **up to 10% of total funds for round grant round**
2.	Tracking log – status of “Subgrantee Detailed Implementation Plans” completion – **up to 50% of total funds awarded for grant round**
3.	Tracking log – status of “Subgrantee Interim Progress Report #1 and Data Reports” completion – **up to 15% of total funds awarded for grant round**
4	Tracking log – status of “Subgrantee Interim Progress Report #2 and Data Reports” completion – **up to 15% of total funds awarded for grant round**
5.	Tracking log - status of “Subgrantee Final Progress Report (#3) and Data Reports” completion – **up to 10% of total funds awarded for grant round**

*DHCS or the TPA, as appropriate, may recoup funds in cases where GRANTEES fail to timely complete program deliverables.

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EXHIBIT C

TO SUBAWARD AGREEMENT

FORM OF INVOICE

1. Invoicing and Payment

A. For completion of high-quality deliverables in accordance with the Subaward terms, and upon receipt and approval of the invoices, HELUNA HEALTH agrees to compensate GRANTEE for actual deliverables completed in accordance with Exhibit B.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

https://wkf.ms/41we4FV

HELUNA HEALTH, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the GRANTEE by HELUNA HEALTH and shall not require an amendment to this Agreement.

C. Invoices must:

1) Be prepared on Subaward GRANTEE letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represents actual expenses for the service performed under this Agreement.

2) Bear the Subaward GRANTEE's name as shown on the Agreement.

3) Identify the billing and/or performance period covered by the invoice.

4) Itemize reimbursement for deliverables completed during for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those deliverables expressly identified in this Agreement and approved by HELUNA HEALTH.

D. Rates Payable

GRANTEE will be reimbursed for services satisfactorily performed based on the billing schedule as shown in Exhibit B.

2. Budget Contingency Clause

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A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS, CIBHS, or HELUNA HEALTH shall have no liability to pay any funds whatsoever to Subaward GRANTEE or to furnish any other considerations under this Agreement and Subaward GRANTEE shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, HELUNA HEALTH shall have the option to either cancel this Agreement with no liability occurring to DHCS, CIBHS, or HELUNA HEALTH, or offer an agreement amendment to Subaward GRANTEE to reflect the reduced amount.

3. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Contract, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked “Final Invoice”, thus indicating that all payment obligations of DHCS under this Contract have ceased and that no further payments are due or outstanding.

B. HELUNA HEALTH may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written HELUNA HEALTH approval of an alternate final invoice submission deadline. Written HELUNA HEALTH approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Contract.

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EXHIBIT D

TO SUBAWARD AGREEMENT

FLOW DOWN PROVISIONS

DHCS TERMS AND CONDITIONS

I. Use of Funding

a. **EBP/CDEP grant implementation planning:** All awardees will be expected to complete a standardized implementation plan which will identify how funding will be used and the timelines associated.

b. **Program guidance and conditions.** All awardees must follow all terms, conditions, and guidelines provided in the most recently updated EBP guidance, as published by DHCS, and in the below Terms and Conditions.

c. **Standard funding restrictions.** A portion of this funding may be used toward implementation planning, with any remaining funding being directed toward program implementation.

d. **Applicable additional policies.** All awardees must comply with any federal and/or state policies as a condition of funding.

e. **Changes and modifications.** All edits to documents submitted by awardees (e.g., implementation plans) will need to be shared in writing and are subject to CIBHS, HELUNA HEALTH & DHCS approval.

II. Role of Third-Party Administrators

a. **Awardees' acknowledgement.** CIBHS and HELUNA HEALTH is the sole third-party administrator on behalf of DHCS and not liable or responsible for DHCS decisions or actions.

b. **Expected relationship between awardees and TPA.** The TPA will play a critical role throughout the grant period on behalf of DHCS (e.g., Project Management Office, administrative and collaborative learning TTA, implementor of the TPA technical support to under-resourced applicants).

III. Additional DHCS Terms and Conditions, explaining elements such as *(non-exhaustive)*

a. **Funding received will not duplicate nor supplant** any existing funding sources, initiatives, or programs by other federal, state, or local funding sources.

b. **Modifications to payment dates or amounts** will be at the discretion of DHCS and with formal written notice.

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c. **DHCS or TPA may audit or inquire into awardee actions** regarding receipt and use of grant funds at any time and detail the timelines (e.g., “awardee must respond to inquiries, communications, and reasonable requests for information or documentation from DHCS or the TPA within two (2) business days of receipt and must provide any requested information within five (5) business days unless an alternative timeline is approved by DHCS”).

d. **Awardee alert and fund return** may occur if circumstances prevent it from carrying out any of the aforementioned activities and may be required to return unused funds to DHCS through TPA**.**

e. **Awardee’s authorized representative** may need to provide a point of authority contact to speak and act on behalf of the awardee and contact information will be collected in this section.

f. **Awardee record and documentation** will ensure that all documentation used to support and detail expenditures will be retained for no less than ten (10) years beyond the date of final payment and will make sure records available for complete inspection by DHCS upon request.

g. **DHCS has rights to reports and data** associated with the activities pursuant to this grant, except as restricted by applicable law.

h. **Delivery of models will need to have culturally competent care** ensuring responsive approach to implementation with priority populations not limited to additional training or collaborative learning sessions.

i. **Awardee will not discriminate** any class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.

j. **Disputes and indemnification** will outline the right to and use of appropriate legal counsel in the case of legal issues arising.

k. **Disclaimer** stating that the funds and services are available on an “as-is and as-available basis” and that awardees use funds at their own risk.

l. **Verification of background and financial verification** outlining the steps necessary to ensure GRANTEE eligibility and due diligence.

IV. Auditing and Recoupment. DHCS or the TPA, as appropriate, may:

a. **Perform audits of EBP/CDEP program funding disbursements** and any corrective actions necessary and associated plans.

b. **Outline the process if funds are underspent during the project period** with final progress reports and outlines of acceptable scenarios with next steps (e.g., rollover funds, return unused funds, or audit and recoupment of unused funds).

c. **Recoup funds in cases where there is:**

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i. Identified fraud, waste, or abuse.

ii. Funding spent on impermissible use of funds.

iii. Identification that funding received by the entity may be duplicative with other funding sources.Error! Bookmark not defined.

iv. Identification that an awardee becomes ineligible to provide services.

v. Evidence that an awardee uses funding on an item or activity that was not approved in their implementation plan.

vi. Evidence that awardee deviates significantly (as determined by DHCS in coordination with TPA) in how funding was applied to various approved funding uses relative to what is in the original budget template.

vii. Identification that awardees did not spend all the funds received and will not voluntarily return unused funds.

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EXHIBIT E

TO SUBAWARD AGREEMENT

INSURANCE REQUIREMENTS

GRANTEE shall, at GRANTEE'S cost and expense, maintain in full force and effect for the entire term of this Agreement the following types of insurance:

Commercial General Liability Insurance. GRANTEE shall procure and maintain Commercial General Liability insurance written on an occurrence basis with listed limits of at least $1,000,000 per occurrence for bodily and property damage and at least $2,000,000 products/completed operations with a $2,000,000 general aggregate limit. GRANTEE shall not provide general liability insurance under any Claims Made General Liability form and will require CIBHS's approval if GRANTEE'S General Liability policy contains a deductible greater than $25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to GRANTEE'S services or other activities associated with this Agreement, including, without limitation, liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured.

Additional Insureds added to General Liability Policy. The State of California, CIBHS, Heluna Health and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, servants and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.

Workers Compensation Insurance. GRANTEE shall procure and maintain Workers Compensation Insurance with minimum limits of $1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). GRANTEE must maintain such a policy and provide CIBHS with a certificate of insurance that includes a waiver of subrogation endorsement.

Automobile Insurance. GRANTEE shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of $1,000,000 single limit per occurrence for bodily and property damage combined; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the GRANTEE must possess automobile liability insurance in the amount of $5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. GRANTEE agrees to include an Additional Insured Endorsement naming the State of California, CIBHS, Heluna Health and their

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respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, servants and employees as additional insureds. GRANTEE will, as soon as practicable, furnish a copy of the certificate of insurance to CIBHS. The certificate of insurance will identify CIBHS Agreement number referenced on the signature page hereto. GRANTEE will provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued covered for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

Pollution Liability. (Applicable only when services involve the handling of toxic or hazardous substances.) GRANTEE shall maintain Pollution Liability insurance covering the liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than $1,000,000 shall be provided.

General Insurance Provisions. GRANTEE will provide evidence of such Insurance to HELUNA HEALTH within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the project. GRANTEE agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. GRANTEE'S general liability, auto liability and Professional insurance must be issued by responsible insurance companies. Upon failure of GRANTEE to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of HELUNA HEALTH, may be suspended, discontinued or terminated. Failure of GRANTEE to purchase and/or maintain any required insurance shall not relieve GRANTEE from any liability or indemnification under the Agreement.

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EXHIBIT F

TO SUBAWARD AGREEMENT

DHCS IMPLEMENTATION AND REPORTING GUIDANCE FOR GRANTEES

Overview of implementation planning and reporting requirements

Implementation Planning requirements

The Implementation Plan will provide an opportunity for subaward GRANTEEs to detail their proposal for how EBP/CDEP grant program funding will be deployed to scale their selected EBP. Additionally, it will enable GRANTEEs to establish clear programmatic goals and objectives, identify specific project tasks and activities and define organizational capacity, and required resources. GRANTEEs will also have the opportunity to outline potential risks and mitigation strategies prior to implementation.

The template for the Implementation Plan, with relevant sections and more detailed guidance, will be made available to subaward GRANTEEs. Upon completion of Subgrantee terms and conditions, [10]% of the allocated funding will be made available to support GRANTEEs in developing their Implementation Plans. GRANTEEs may utilize all or part of this funding toward implementation planning, with any remaining funding being directed toward program implementation.

After the Implementation Plan is submitted, DHCS or its designated third-party administrator will review and provide feedback to GRANTEEs. Implementation Plans may require revision prior to DHCS's final approval. Once the Implementation Plan is approved, an additional [50]% of the allocated funding will be disbursed to each GRANTEE.

Data Reporting requirements

According to the Child and Youth Behavioral Health Initiative (CYBHI) statute (Welfare & Institutions Code 5961.5)[1], "as a condition of funding, grant recipients shall share standardized data, in a manner and form determined by the department." In accordance with this statutory requirement, DHCS intends to collect performance data from each GRANTEE through a series of progress reports that will enable GRANTEEs to share metrics on their progress against programmatic goals and objectives. In order to prepare for submitting these progress reports, a CYBHI data platform solution will be provided to GRANTEEs to facilitate the successful collection and reporting of outcomes and client characteristics data. As part of the implementation plan, each GRANTEE will develop a plan for submittal of data. This will include two options for data submittal: 1) direct data entry into the CYBHI data platform, and 2) routine upload of data to the CYBHI data platform. A GRANTEE may decide to use both options depending on the data to be submitted (i.e., uploading client characteristics data and entering assessment tool data directly

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into the platform). The data metrics required will be provided to GRANTEEs prior to completion of the implementation plan and will also be reviewed in the Data Collection and Reporting - Collaborative Learning Sessions.

GRANTEEs will be asked to provide individual client-level data. This does not include identifying information such as name, date of birth, address, phone number, etc. If requested, GRANTEEs may submit aggregate data counts for some or all of the data elements in lieu of client-level data. DHCS's approval of these reports will be tied to disbursal of grant awards, with preliminary information shared below:

First interim subgrantee progress report[2] to be submitted by GRANTEEs by 07/10/2024. Upon approval, an additional 15% of funding will be dispersed to the GRANTEEs.

Second interim subgrantee progress report[2] to be submitted by GRANTEEs by 01/10/2025. Upon approval, an additional 15% of funding will be dispersed to the GRANTEEs.

Third and Final interim progress report[2] to be submitted by GRANTEEs by 05/31/2025.

Implementation closure report to be submitted by GRANTEEs at the conclusion of the implementation period, documenting the overall program outcomes and their complete use of funds. GRANTEEs will also be asked to report their plans to sustain and amplify the impact achieved, including reimbursement strategies and alternative sources of funding.

General guidelines and instructions

The Implementation Plan may be completed in collaboration with additional stakeholders (e.g., partner organizations, sub-recipients), as appropriate. Subaward GRANTEEs receiving funding for the Integrated track should plan to submit a single Implementation Plan.

Subaward GRANTEEs planning to scale an EBP at multiple sites should detail their overall activities as well as site-specific activities in a single overarching Implementation Plan. GRANTEEs proposing to distribute awarded grant funding to sub-recipients in the Implementation Plan will be asked to provide detail on each sub-recipient, e.g., defining tasks and activities that will support scaling for each sub-recipient.

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Preparing to complete the Implementation Plan

The Implementation Plan template will ask subaward GRANTEEs to provide detailed information about their approach to scaling their selected EBP/CDEP, including but not limited to the following:

Current and planned scale of operations and services

GRANTEEs will be asked about the following:

- Geographical scale of program delivery, e.g., counties where services are currently being offered and additional counties where grant-supported services may be offered.

Operationalization, including activities and staffing

Information requested from GRANTEEs will include:

- Planned activities and project tasks, including the organizations' approach to define site-specific goals and objectives, as well as timelines and milestones for activities.
- Anticipated staffing needs and plans, such as the appointment of a project manager and their role in overseeing implementation, recruitment and training of administrative staff and providers, and creation of a diverse interdisciplinary team.
- Potential risks that may impact the success of the program, including GRANTEES' plans to proactively assess and mitigate these risks, e.g., reimbursement challenges, provider shortages, organizational issues.

Sustainability outlook for the program

Subaward GRANTEEs will be asked to describe their intent and plans for ensuring sustainable program delivery, recognizing that the EBP/CDEP grant is a one-time source of funding. Examples may include descriptions of leadership responsibilities in overseeing operational sustainability, strategies for developing payer affiliations and contracting arrangements, and pathways to secure alternative sources of funding.

Budget template

Subaward GRANTEEs will be asked to provide a revised budget, based on the award size and scope of activities planned. This budget total should equal the award amount allocated by DHCS and must be itemized by specific resources required for each activity (e.g., training costs, staff salaries by level).

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Program goals and measurable objectives

Information requested from the subaward GRANTEEs will include:

- Anticipated outcomes, such as how the proposed intervention will lead to specific outcomes, and how the outcomes themselves will be determined and measured.
- Specific and measurable quarterly targets and goals across performance metrics (Please see Appendix: Potential Metrics to measure), including explanations of how achievement of these goals will translate into meaningful impact for the population(s) of focus. For example, GRANTEEs will be asked to estimate the number of additional parents/caregivers who will receive services that would otherwise not have been available in the absence of CYBHI grant funding.
- Feasibility of established targets, especially in terms of GRANTEEs playing a proactive role in setting context-specific targets and objectives. For example, if a GRANTEE proposes to scale an EBP across 5 sites simultaneously, it would be pertinent to detail how program fidelity will be monitored across these locations.

Preparing for data reporting

Within the Implementation Plan, GRANTEEs will be asked to provide detail on topics including:

- Performance indicators for evaluating progress toward stated programmatic goals (including data reporting cadence and timelines as well as internal performance assessments for evaluating program administration).
- Data collection instruments and processes, including staff responsibilities and oversight for these processes.
- Quality improvement protocols (e.g., proposed periodic review process).

Support and available resources

Technical assistance provided through collaborative learning sessions will be mandatory for all GRANTEEs. These required sessions will address implementation support, equity framework, and data collection and reporting. Additional training, office hours, webinars, and individual assistance will be provided as needed by DHCS's designated TPA.

When needed, operational and technical assistance with data collection and reporting will also be available. In addition to this support, GRANTEEs are highly encouraged to seek program-specific guidance on best practices in data collection and performance assessment from the relevant EBP/CDEP training authority (e.g., Incredible Years training program[1], Healthy Steps Network[2]).

In addition to feedback from DHCS and its designated TPA, it may be beneficial for select GRANTEEs (e.g., those receiving start-up track funding) to obtain additional input

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from an impartial external party (e.g., researcher or educator in the field) to "pressure test" data collection and reporting assumptions and plans, in advance of the implementation and data reporting schedule.

[1] Incredible Years training program

[2] Healthy Steps Network

Potential metrics to be included:

Subaward GRANTEEs may be requested to outline their plan for reporting the following metrics for programmatic assessment, noting that applicable metrics and reporting cadence will vary by grant track (start-up vs. operational expansion); more detailed track-specific guidance will be shared by DHCS.

Metrics potentially measurable in the shorter-term (3-6 months) and beyond

1. **"Systems impact"** of the program on the GRANTEE organization:[2]
   a. **Provider training** (e.g., number of trainings completed, number of providers trained and certified to deliver a program or practice)
   b. **Service utilization** (e.g., number of individuals/families serviced, average participation duration, program completion rates, number of children receiving well-child visits, number of children receiving behavioral-developmental health screenings)
   c. **Operational growth** (e.g., number of new sites, expansion of existing facilities, counties reached)
   d. **Experience measures** (e.g., behavioral health provider satisfaction ratings; experience scores from site/program administrators)
2. **"Community impact"** on populations served:[7]
   a. **Equity measures** (e.g., number of new children/ parents/ caregivers/ families engaged in services for populations of focus) – with detail on demographics of those serviced.
   b. **Community support measures** (e.g., number and level of supports available for positive parenting, level of parental and child/ adolescent trust in community-based organizations)
3. **"Financial impact"** of the program:[8]
   a. **Quarterly and annual budgets and associated expense reports** (e.g., equipment and capital improvement costs, planning costs, training costs)
   b. **Return on investment** (e.g., HealthySteps Return on Investment calculations)[1]

Metrics potentially measurable in the longer-term (6-12 months) and beyond

1. **"Individual impact"** on families (parents/caregivers and children):[4]
   a. **Clinical impact on children** (e.g., frequency of emotional and behavioral challenges, disruptive and positive behaviors, Adverse Childhood Experiences)

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b. **Clinical impact on parents** (e.g., measures of parental stress/anxiety and wellbeing, parental understanding of child development, use of positive parenting practices, parental mental health literacy, parental depression)
c. **School-related measures** (e.g., rates of absenteeism, childcare/ preschool suspensions and expulsions)
d. **Care continuity** (e.g., proportion of beneficiaries who remain engaged with the organization)

[1] Outputs from the Think Tank and Work Group discussions and follow up activities in 2022

[2] Round 1 Request for Applications (RFA)

[3] HealthySteps Return on Investment Calculator

[4] Round 1 Request for Applications (RFA)

[5] Outputs from the Think Tank and Work Group discussions and follow up activities in 2022

[6] Round 1 Request for Applications (RFA)

[7] HealthySteps Return on Investment Calculator

[8] Round 1 Request for Applications (RFA)

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EXHIBIT G

TO SUBAWARD AGREEMENT

DHCS EQUITY EVALUATION REQUIREMENT

Equity Evaluation Requirement for The Children and Youth Behavioral Health Initiative (CYBHI)

Every participating subaward grantee is required to conduct an evaluation of the organization's efforts toward the provision of accessible services with an Anti-Racism, Diversity, Equity, and Inclusion perspective. Evidence-based practices (EBPs) and Community-Defined evidence practices (CDEPs) can serve to advance equitable behavioral health access, quality, and outcomes. However, EBPs and CDEPs do not take place in a silo. They must be integrated into organizational culture, practices, policies, and programs. Their impact on equity is maximized if integrated into an organization actively working toward becoming an antiracist organization that prioritizes behavioral health equity.

Tool for EBP Implementation Readiness

All grantees whose programs are housed within a behavioral health organization are strongly encouraged to adopt the Self-Assessment for Modification of Anti-Racism Tool (SMART) as the standard to meet the project evaluation requirement.

Grantees that are not behavioral health organizations, such as schools, hospitals, other primary care settings, that wish to use another equity assessment tool must submit a description of tool, rationale, process and criteria for consideration as a component of the Implementation Plan referenced in Exhibit F. The requirement also applies to grantees who have recently completed an equity organizational assessment using a tool other than the SMART. Approval of an alternate evaluation tool will be approved on a case-by-case basis.

Grantees using or intending to use an assessment tool other than SMART, must submit a copy of the tool along with the following information:

- Rationale: Brief description of tool and reason, principles and intention used in selecting alternate assessment tool. Please also include information if an alternate selection is part of an existing larger county or institutional process and provide implementation timeframe.
- Process: Provide a brief outline of the assessment tool implementation process including outline of organizational domains to be assessed. Please also include descriptions of the steps required for tool implementation, process for data collection, analysis and reporting, sustainability plan and integration commitments and commitment to policy development in response to assessment results and learning.
- Criteria: Provide benchmark/baseline data, relevant areas of assessment, and what resources your organization will dedicate to complete the assessment.

Please submit your evaluation and related documents via the link you will receive from CIBHS/Heluna Health.

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EXHIBIT H

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective date of execution of this agreement, is entered into by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health and ("HELUNA HEALTH" or "Business Associate") and GRANTEE"Sub-Business Associate") in association with Sub-grantee agreement under the California Youth Behavioral Health Initiative (CYBHI) with California institute for Behavioral Health Solutions (CIBHS).

Whereas, Business Associate provides services under a Business Associate Agreement(s) for or on behalf of one or more Covered Entities and, in connection with those services, a Covered Entity may need to disclose to Business Associate, or Business Associate may need to receive, have access to, or create Protected Health Information (as defined below) that is subject to protection under the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations"), the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160, 162, and 164 and The Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, as amended (together, the "Privacy and Security Regulations").

Whereas, HELUNA HEALTH is in partnership with Sub-Business Associate pursuant to a Collaborative Practice Agreement and, in connection with those services, HELUNA HEALTH may need to disclose to Sub-Business Associate or Sub-Business Associate may need to receive, have access to, or create Protected Health Information that is subject to protection under HELUNA HEALTH's Business Agreement with one or more Covered Entities and Privacy and Security Regulations.

Whereas, the Privacy and Security Regulations require HELUNA HEALTH to ensure that any agent, including a Sub-Business Associate, to whom it provides Protected Health Information agrees to implement reasonable and appropriate safeguards to protect the Protected Health Information, and, as part of meeting such requirement, HELUNA HEALTH requires each of its agents and Sub-Business Associates that receive Protected Health Information from HELUNA HEALTH, or create Protected Health Information for HELUNA HEALTH, on behalf of a Covered Entity, to execute this Agreement obligating the agent or Sub-Business Associate to comply with the same restrictions and conditions that apply throughout the Business Associate Agreement to HELUNA HEALTH with respect to such Protected Health Information.

Whereas, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates and their Sub-Business Associates in the same manner as they apply to a Covered Entity and such provisions must be incorporated into the Business Associate Agreement and Sub- Business Associate Business Associate Agreement, respectively.

This Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by

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Sub-Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Sub-Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record includes an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media includes (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
(2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information includes Protected Health Information that is (i) transmitted by Electronic Media; (ii) maintained in Electronic Media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502(b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160, 162, and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Sub-Business Associate from or on behalf of HELUNA HEALTH. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present

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or future payment for the provision of health care to an Individual;
(ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Sub- Business Associate from or on behalf of HELUNA HEALTH, or is created by Sub-Business Associate, or is made accessible to Sub-Business Associate by HELUNA HEALTH. “Protected Health Information” includes Electronic Health Information.

1.10 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 C.F.R. Parts 160, 162, and 164.

1.13 This section 1.13 is intentionally omitted.

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1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Sub-Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF SUB-BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Sub-Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the services, and as otherwise provided in this Agreement;

(b) shall Disclose Protected Health Information to Business Associate or Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use and Disclose Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law;

(d) may Use or Disclose Protected Health Information to provide data aggregation services to Business Associate, except as otherwise limited in this Agreement.

Sub-Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Business Associate.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Sub-Business

Associate: (a) shall not Use or Disclose Protected Health Information for

fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment

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or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of HELUNA HEALTH and as permitted by the HITECH Act. This prohibition shall not affect payment by HELUNA HEALTH to Sub-Business Associate.

2.3 Adequate Safeguards for Protected Health Information. Sub-Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Sub-Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulations' minimum necessary standard as in effect or as amended, or to a limited data set as defined by 45 C.F.R. § 164.514(e)(2), unless additional information is needed to accomplish the intended purpose, or as otherwise permitted by law, including HIPAA and the HITECH Act.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Sub-Business Associate:

(a) shall promptly report to HELUNA HEALTH each Use or Disclosure of Protected Health Information, of which it becomes aware, that is made by Sub-Business Associate, its employees, representatives, agents, Sub-Business Associates, or other parties under Sub-Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Agreement or otherwise required by law.

(b) shall promptly report to HELUNA HEALTH each Security Incident of which Sub-Business Associate becomes aware.

(c) shall notify HELUNA HEALTH within twenty four hours of each Breach by Sub-Business Associate, its employees, representatives, agents, or Sub-Business Associates of Unsecured Protected Health Information that is known to Sub-Business Associate or, by exercising reasonable

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diligence, would have been known to Sub-Business Associate. Sub-Business Associate shall be deemed to have knowledge of a Breach of

Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Sub-Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Telephonic Report. Except as provided in Section 2.4.3, notification shall be made as soon as practicable upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 222-7895.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be promptly followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Sub-Business Associate to the HELUNA HEALTH at:

Peter Dale, Chief Program Officer
13300 Crossroads Parkway North Ste
450 City of Industry, CA 91746
pdale@helunahealth.org
562-222-7886

(a) The notification required by section 2.4.2 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Sub-Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4.2 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. § 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

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(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Sub-Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the Breach;

(v) A brief description of what Sub-Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Sub-Business Associate is not able to provide the information specified in section 2.4.2 (a) or (b) at the time of the notification required by section 2.4.2, Sub- Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Sub-Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Sub- Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Sub- Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Sub-Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Sub-Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Sub-Business Associate of a Use or Disclosure of Protected Health Information by Sub-Business Associate in violation of the requirements of this Agreement.

2.6 This section 2.6 is intentionally omitted.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Sub-Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the HELUNA HEALTH, Covered Entity and the Secretary for purposes of determining Covered Entity's or HELUNA HEALTH's compliance with the Privacy and Security Regulations. Sub-Business Associate shall immediately notify Business Associate of any requests made by the Secretary or Covered Entity and provide Business Associate with copies of any documents produced in response to such request, unless the Secretary expressly prohibits such disclosure.

2.8 Access to Protected Health Information. Sub-Business Associate shall, to the extent HELUNA HEALTH communicates that any Protected Health Information constitutes a

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"designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by HELUNA HEALTH available to the Individual(s) identified by HELUNA HEALTH, as being entitled to access and copy that Protected Health Information. Sub-Business Associate shall provide such access for inspection of that Protected Health Information within three (3) business days after receipt of request from HELUNA HEALTH. Sub-Business Associate shall provide copies of that Protected Health Information within seven (7) business days after receipt of request from HELUNA HEALTH. If Sub-Business Associate maintains an Electronic Health Record, Sub-Business Associate shall provide such information in electronic format to HELUNA HEALTH.

2.9 Amendment of Protected Health Information. Sub-Business Associate shall, to the extent HELUNA HEALTH communicates that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by HELUNA HEALTH. Sub-Business Associate shall make such amendment within ten (10) business days after receipt of request from HELUNA HEALTH.

2.10 Accounting of Disclosures. Upon HELUNA HEALTH's request, Sub-Business Associate shall provide to HELUNA HEALTH an accounting of each Disclosure of Protected Health Information made by Sub-Business Associate or its employees, agents, representatives or Sub-Business Associates, necessary for HELUNA HEALTH to respond to a request from a Covered Entity or by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act, which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Sub-Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Sub- Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. In the case of an Electronic Health Record maintained by Sub-Business Associate on behalf of HELUNA HEALTH, the accounting period shall be three (3) years and the accounting shall include Disclosures for treatment, payment, and health care operations, in accordance with the HITECH Act. Sub-Business Associate shall provide to HELUNA HEALTH, within seven (7) business days after receipt of request from Business Associate, information collected in accordance with this Section 2.10 to permit HELUNA HEALTH to respond to a request from a Covered Entity or by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Sub-Business Associate maintains an Electronic Health Record, Sub- Business Associate shall provide such information in electronic format.

2.11 Indemnification. Sub-Business Associate shall indemnify, defend, and hold harmless

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HELUNA HEALTH, including its elected and appointed officers,employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Sub-Business Associate's acts and/or omissions arising from and/or relating to this Agreement; Sub-Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of the Secretary
. Likewise, HELUNA HEALTH shall indemnify, defend, and hold harmless Sub-Business Associate, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with HELUNA HEALTH's acts and/or omissions arising from and/or relating to this Agreement; HELUNA HEALTH's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of the Secretary.

OBLIGATION OF BUSINESS ASSOCIATE

3.1 Obligation of HELUNA HEALTH. HELUNA HEALTH shall notify Sub-Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Sub-Business Associate's performance of the services, and Sub-Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. This Agreement shall be in effect from the Effective Date for so long as Sub-Business Associate provides services to HELUNA HEALTH. Sub-Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non- breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

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(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Sub-Business Associate shall return or destroy all Protected Health Information received from HELUNA HEALTH, or created or received by Sub-Business Associate on behalf of HELUNA HEALTH. This provision shall apply to Protected Health Information that is in the possession of Sub-Business Associates or agents of Sub-Business Associate. Sub-Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Sub-Business Associate determines that returning or destroying the Protected Health Information is infeasible, Sub-Business Associate shall provide to HELUNA HEALTH notification of the conditions that make return or destruction infeasible. If return or destruction is infeasible, Sub- Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Sub-Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Sub-Business Associates and Agents. Sub-Business Associate shall ensure that any agent, including a Sub-Business Associate, to whom it provides Protected Health Information agrees to implement reasonable and appropriate safeguards to protect the Protected Health Information. Sub-Business Associate shall require each of its agents and Sub-Business Associates that receive Protected Health Information from Sub-Business Associate, or create Protected Health Information for Sub-Business Associate, on behalf of HELUNA HEALTH, to execute a written agreement obligating the agent or Sub-Business Associate tocomply with the same restrictions and conditions that apply through this Agreement to Sub-Business Associate with respect to such Protected Health Information.

5.3 This Section 5.3 is intentionally omitted.

5.4 Regulatory References. A reference in this Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this agreement shall be revolved in favor of a meaning that permits HELUNA HEALTH to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for HELUNA HEALTH to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

5.7 Governing Law. This Agreement shall be governed by and construed in accordance

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with the laws of the State of California, to the extent that the provisions of HIPAA, the Privacy and Security Regulations, and the HITECH Act and its implementing regulations do not preempt the laws of the State of California.

5.8 Notices. When not otherwise described in this agreement, the parties shall send all Notices required under this agreement by certified mail, return receipt requested. The parties may also provide such Notice by hand-delivery or electronic mail, provided that the method of delivery is acknowledged and agreed to by the other party in advance of delivery of such Notice. The parties shall consider hand- delivered Notices communicated as of actual receipt, electronically-delivered Notices communicated as of one (1) business day after sending, and mailed Notices communicated as of three (3) business days after mailing.

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EXHIBIT LL

STATE OF CALIFORNIA

SCO ID:4140-GA24WCES0001227

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER
GA24-WCES-0001227	

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	8/31/2024	6/30/2026	$2,848,230.00	EXEMPT
Amendment 1				
Amendment 2				
		TOTAL	$2,848,230.00	EXEMPT

13. BIDDING METHOD USED

- [ ] Request for Proposal (RFP) *(Attach justification if secondary method is used)*
- [ ] Use of Master Service Agreement
- [ ] INVITATION FOR BID (IFB)
- [X] Exempt from Bidding *(Give authority for exempt status)*
- [ ] Sole Source Contract *(Attach STD. 821)*
- [ ] OTHER *(Explain)* Grant Agreement - exempt per SCM Vol. 1, 5.80.B.2.b

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A Grant

17 (a) JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- [ ] Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
- [ ] Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
- [X] Not Applicable (Interagency / Public Works / Other N/A Grant

17 (b) EMPLOYEE BARGAINING UNIT NOTIFICATION

- [X] By checking this box, I hereby certify compliance with Government code section 19132(b)(1)

AUTHORIZED SIGNATURE	SIGNER'S NAME (Print or Type)	DATE SIGNED
	Dr. Jaron Fried	8/26/24

18. FOR AGREEMENTS IN EXCESS OF $5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? [ ] NO [ ] YES [X] N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? [ ] NO [ ] YES [X] N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? [ ] None on file [ ] NO [ ] YES [X] N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses: [ ] NO [ ] YES [X] N/A

B. STD 204 Vendor Data Record: [ ] NO [X] YES [ ] N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED [ ] NO [ ] YES [X] N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

[X] No [ ] Yes

SB/DVBE Certification Number:

ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)* [X] NO *(Explain below)* [ ] YES ____ % of Agreement

24. N/A Grant

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? [X] NO [ ] YES (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will confirm to the original agreement sent to the Department of General Services.

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED
	Dr. Jaron Fried	8/26/24

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GRANT AGREEMENT BETWEEN THE DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION AND **Anaheim Union High School District** GRANT AGREEMENT NUMBER GA24-WCES-0001227

THIS GRANT AGREEMENT ("Agreement") is entered into on (August 31, 2024) by and between the State of California, Department of Health Care Access and Information (hereinafter "HCAI"), and Anaheim Union High School District (collectively the "Grantee").

WHEREAS, HCAI supports healthcare accessibility through the promotion of a diverse and competent workforce while analyzing California's healthcare infrastructure and coordinating healthcare workforce issues, including behavioral health.

WHEREAS, the State Budget Act of 2021 appropriated funds for HCAI to create and establish a new certified profession called the Certified Wellness Coach (CWC) to provide prevention and early intervention behavioral health services to children and youth ages 0 – 25.

WHEREAS, the vision of the Department of Health Care Access and Information (HCAI) is a healthier California where all receive equitable, affordable, and quality health care.

WHEREAS, workforce training, education, and employment programs will adhere to HCAI guiding principles that ensure behavioral health (mental health and substance use) professionals:

1. Provide care that is child- and youth-centered, with a priority on primary prevention and early intervention.
2. Ensure culturally diverse communities are served.
3. Ensure capacity for racial inclusiveness, cultural humility and responsiveness, and a linguistically competent workforce.
4. Conduct outreach to and engagement with unserved, underserved, and inappropriately served children and youth and their caregivers and persons with or at risk of behavioral health conditions.
5. Use effective, innovative, evidence-based, and community-identified practices.
6. Promote wellness, recovery, resilience, and other positive behavioral health, and primary care outcomes of children and youth and their families.
7. Include the viewpoints and expertise of persons with lived experience, including consumers and their families and caregivers, in education, health care and other child-serving settings.
8. Work collaboratively to deliver individualized, strengths-based, and consumer- and family-driven services.
9. Promote inter-professional care by working across disciplines.
10. Promote interagency services that include school-based early childhood education, pre-K through twelfth-grade educational organizations, and public and non-profit agencies with health and or behavioral health agencies and other child- and youth-serving agencies.

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WHEREAS, the Grantee will provide ongoing staff support to coordinate and administer grant-funded activities.

NOW THEREFORE, HCAI and the Grantee, for the consideration and under the conditions hereinafter set forth, agree as follows:

Definitions

1. "Agreement Funds" means the money provided by HCAI for the Program described by Grantee in the Scope of Work/Deliverables contained herein.
2. "Caregivers" means adoptive parents and their partners, foster parents and their partners, grandparents and their partners who are now or have in the past been the primary caregiver for a child, youth, or adolescent with a mental health challenge who accessed mental health services.
3. "Certified Wellness Coach" (CWC) means a new, certified position that is being created as part of the state's Children and Youth Behavioral Health Initiative to increase the state's overall capacity to support the growing behavioral health needs of children and youth. It is designed to help build a larger and more diverse behavioral health workforce in California that has the training and supervision needed to engage directly with young people where they live, study, and work. This may also refer to Certified Wellness Coaches with a "Registered" designation.
4. "Certified Wellness Coach Intern" means a Certified Wellness Coach that is brought on by an organization for a limited period of time to gain additional field experience.
5. "Chief Deputy Director" is defined as the Chief Deputy Director of HCAI or their designee.
6. "Culturally Diverse Communities" mean communities of different diversity dimensions including race/ethnicity, gender, sexual orientation/identity, socio- economic status, age, religion, physical and/or mental/neurological abilities, language, geographical location (i.e., urban/rural), veteran, and/or other pertinent characteristics.
7. "Deputy Director" means the Deputy Director of the Office of Health Workforce Development (OHWD) or their designee.
8. "Early Childhood Education" means early childhood school-based education centers that, among other activities, engage students in learning and development
9. "Family Member" means siblings, and their partners, kinship caregivers, friends, and others as defined by the family who is now or was in the past the primary caregiver for a child, youth, adolescent, or adult with a mental health challenge who accessed mental health services.
10. "Grant Agreement Number" means Agreement Number GA24-WCES-0001227 awarded to Grantee.
11. "Grantee" means the fiscally responsible entity in charge of administering the Agreement Funds and includes entities/organizations identified on the Agreement Scope of Work/Deliverables.
12. "Health Professional Shortage Area" means an area designated as such by the U.S. Department of Health and Human Services, Health Resources and Service Administration, Bureau of Health Professions' Shortage Designation Branch.
13. "Inappropriately Served" means populations that are not being provided appropriate culturally responsive and/or culturally appropriate services and are providing services often inconsistent with evidence-based and/or community- identified practices.

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- **Certified Wellness Coach Employees:** Provide funding to Certified Wellness Coaches already employed and providing services at an eligible organization. The Grantee shall determine the award amount and awardee must be employed full- time for a minimum of 10 months.

Total Certified Wellness Coach I: #6
Total Budget: $417000.00
Total Certified Wellness Coach II: #21
Total Budget: $1733550.00

- **Certified Wellness Coach Intern Stipend:** Provide funding directly to Certified Wellness Coaches for a limited period of time to gain additional field experience. Awardee shall agree to an internship period of 200 – 400 hours for CWC I and 200 – 500 hours for CWC II.
Total Certified Wellness Coach I Intern: # 5
Total Budget: $ $30000.00
Total Certified Wellness Coach II Intern: # 20
Total Budget: $ $180000.00

- **Certified Wellness Coach Employee Supervision:** Provide funding to individuals who work within a qualifying organization in a supervisory capacity, directly supervising Certified Wellness Coaches employees.
Total Participants: # 27
Total Budget:$168750.00

- **Certified Wellness Coach Intern Supervision:** Provide funding to individuals who work within a qualifying organization in a supervisory capacity, directly supervising Certified Wellness Coach interns. Awardee must provide a minimum of 2 – 5 hours of direct supervision per week for the duration of the internship period.
Total Participants: # 20
Total Budget: $ $60000.00

- **Indirect Costs:** Costs indirectly attributed to the completion of the program services which can include, but not limited to, utilities, rent, equipment, and administrative service/payroll staff.
Total Budget: $258930.00

Budget Restrictions

1. The Grantee shall complete an online Activities Report that demonstrates bi- annual outcomes of activities performed. The Grantee will use this tool to inform HCAI on who was awarded, pipeline-related activities, and retention best practices

2. Grantee will submit deliverables, including bi-annual Budget and Activities Reports, using the online forms that HCAI provides.

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Budget Detail

1. The funding request by a grantee shall not exceed $12,000,000.00 unless additional funds become available.
2. Grantee shall expend the Agreement Funds in accordance with the Budget provided in the Grantee's application. The funds provided under this Agreement shall be the funds provided in FY 2024-25, which shall cover the costs of activities under Section C, "Scope of Work and Deliverables," including administrative costs. Agreement Funds shall not be commingled with any of Grantee's other funds.

Budget and Participant Information

Program Category	Funding Amount
Certified Wellness Coach Employees (including those with Registered designation)	$69,500 per CWC I $82,550 per CWC II
Certified Wellness Coach Intern Stipend	$6,000 per CWC I $9,000 per CWC II
Certified Wellness Coach Employee Supervision	$6,250 per CWC Employee
Certified Wellness Coach Intern Supervision	$3,000 per CWC Intern
Indirect Costs	Not to exceed 10% of direct costs

Invoicing and Payment

1. HCAI will make a single payment equaling twenty-five percent (25%) of the grant award upon execution of the grant agreement.
2. HCAI will release Agreement Funds bi-annually in arrears upon receipt of and approval of bi-annual Activity and Budget Reports.
3. The total amount payable to the Grantee under this Agreement shall not exceed **$2848230.00**.
4. Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.
5. HCAI may request additional information upon reviewing the Deliverables.

Budget Contingency Clause

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4. Audits: The Grantee agrees that HCAI, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three years after the final payment, unless a longer period of records retention is stipulated by the State. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

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a. During the performance of this Agreement, Grantee and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and any regulations or standards adopted by HCAI to implement such article.

c. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and HCAI upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or HCAI shall be required to ascertain compliance with this clause.

d. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

e. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. Waiver: The waiver by HCAI of a breach of any provision of this Agreement by the Grantee will not operate or be construed as a waiver of any other breach. HCAI expressly reserves the right to disqualify the Grantee from any future grant awards for failure to comply with the terms of this Agreement.

8. Approval: This Agreement is of no force or effect until signed by both parties. The Grantee may not commence performance until such approval has been obtained.

9. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or arrangement not incorporated in this Agreement is binding on any of the parties.

10. Assignment: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of HCAI in the form of a formal written amendment.

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13. Termination for Cause: In addition to the Breach provisions above, HCAI may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner specified. Grantee shall return any unused Agreement Funds that were previously provided to Grantee as of the date of termination.

14. Grantee's Subcontractors: Nothing contained in this Agreement shall create any contractual relationship between the State and any subcontractor of the Grantee, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to the State for any and all actsand omissions of its subcontractors and of persons either directly or indirectly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from State's obligation to disburse funds to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any money to any subcontractor.

15. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

16. Unenforceable Provision: In the event any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

Project Representatives: The program representatives during the term of this Agreement will be:

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IN WITNESS WHEREOF, the parties hereto have executed or have caused their duly authorized officers to execute this Agreement as of 08-31-2024.

DEPARTMENT OF HEALTH CARE ACCESS AND INFORMATION

Signature: _____

Name: _____

Title: Budget and Facilities Operations Service Manager

Date: _____

GRANTEE: **Anaheim Union High School District**

Signature: _____

Name: Jaron Fried
Dr. Jaron Fried

Title: Assistant Superintendent
Assistant Superintendent, Ed. Division

Date: 8/26/2024
8/26/24

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State of California - Health and Human Services Agency
Grant Agreement Request
HCAI-AD-131 (Rev. 08/2022)

Department of Health Care Access and Information

INSTRUCTIONS: **Forward one original signed copy of the Grant Agreement Request (OSH-AD-131), two copies of the Agreement Summary (STD. Form 215), one copy of the (STD Form 213) with all Exhibits or Grant Agreement, one copy Payee Data Record (STD 204), and one copy Contractor Certification Clauses (CCC 307) (if applicable) to the Procurement and Contract Services (PCS).**

1. Date of Request: 8/16/2024

2. Requesting Unit: OHWD

3. Grant Manager: Michelle Crouch

Email: Michelle.Crouch@hcai.ca.gov

Phone No. (916) 326-3649

5. Grant Agreement Number

[X] A. New GA24-WCES-0001227

[ ] B. Amendment
Amendment No. _____

[ ] Revised [ ] Extend Time [ ] Add Funds

Prior Grant Agreement No.
(if applicable) _____

6. [X] Grant Agreement language being used for this agreement has been reviewed by the Department of Health Care Access and Information Legal Office.

4. Name and Address of Grantee

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

7. Contact Email Address: cruz_ad@auhsd.us

8. Contact Name and Phone Number:
(if name is different from section 4)

Adela Cruz 7144049062

9. Term - From: 8/31/2024 To: 6/30/2026 Amount: $2,848,230.00

10. Amount Encumbered by this Agreement
$2,848,230.00

11. Prior Amount Encumbered to date
0

12. Total Amount Encumbered to Date
$2,848,230.00

13. Billing Code
88700

14. Program - Sub PGM - Sub Task
3835-000-615

15. Item (BU, Ref Item, Fund)	16. Chapter	17. Statute/ENY	18. Fiscal Year/BP
4140-101-0001	69	2021	24/25

19. Reporting Structure, Service Location, Account, Alt Account, Project, and Activity (if applicable)

41403041-3835000615-10005-5432000/5432000388-- - $2,848,230.00

20. Request Originated by		21. Meets Current Program Policy	
Michelle Crouch	8/16/2024	Libby Abbott	8/16/2024
Unit/Section Chief's Signature	Date	Deputy Director's Signature	Date

"I certify that this purchase is vital and mission critical for the Department of Health Care Access and Information."

24. CIO Signature (For Information Technology Contracts, as applicable)	Date

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD. 204 (Rev. 03/2021)

GA24-WCES-0001227

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)
Anaheim Union High School District

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)
501 N Crescent Way

CITY, STATE, ZIP CODE
Anaheim, CA 92801

E-MAIL ADDRESS
cruz_ad@auhsd.us

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** Disregarded Entity owned by an individual
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)
- ☐ **LEGAL** (e.g., attorney services)
- ☐ **EXEMPT** (e.g., nonprofit)
- ☒ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number.
Note: Payment will not be processed without a TIN.

- For Individuals, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

OR

Federal Employer Identification Number(FEIN)
95-6000120

Section 4 – Payee Residency Status (See instructions)

- ☒ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.
- ☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.
  - ☐ No services performed in California
  - ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS
Adela Cruz	Director	cruz-ad@auhsd.us
SIGNATURE	**DATE**	**TELEPHONE (include area code)**
	8/26/2024	714-999-7734

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION	
Department of Health Care Access and Information	Procurement & Contracts Services	
MAILING ADDRESS	**FAX**	**TELEPHONE (include area code)**
2020 West El Camino Avenue, Room 1000	(916) 322 2527	(916) 326 3200
CITY	**STATE** / **ZIP CODE**	**E-MAIL ADDRESS**
Sacramento	CA / 95833	PCS@hcai.ca.gov

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

GA24-WCES-0001227

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD. 204 (Rev. 03/2021)

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  o For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.
All questions should be referred to the requesting state agency listed on the bottom front of this form.

EXHIBIT MM

School-Connect Licensing Agreement

This agreement entered into this September 10, 2024 by and between **School Connect, LLC** ("Licensor"), a company doing business as School-Connect and located in Plano, TX, and the following school/district/organization ("Licensee"):

Gilbert High School	**Dr. Jaron Fried, Ed.D.**
Name of Contracting District, School, or Organization	Contact Person
1800 W. Ball Road	**Anaheim, CA 92804**
Street Address	*City/State/Zip*
fried_j@auhsd.us	**714-999-3558**
Email of contact person	Phone

This agreement, when completed and returned, provides Licensee with a license for the School-Connect 4.0 curriculum subscription.

RECITALS

A. Licensor owns the copyright, title, registered trademark and all other related rights in and to the work titled " School-Connect 4.0 curriculum subscription"(hereinafter the "Curriculum").

B. Licensee desires to purchase a license for use of the Curriculum with school staff who will implement and/or oversee implementation of the Curriculum with students attending the school.

C. The Curriculum contains a total of more than 60 lessons spread across multiple modules and support materials on social, emotional, and academic skill building. Each lesson is inclusive of a lesson outline, PowerPoint, student handouts, and extension activities. All curriculum materials are accessible on the School-Connect 4.0 online console.

1. Rights Granted.

Licensor hereby grants to Licensee a non-exclusive right, license, and privilege to the following:

a. Licensor will provide Licensee with a School-Connect 4.0 curriculum subscription and a unique set-up code for each participating staff member to create an account to access curricular components on the S-C online console for the duration of the license for the full duration of the license term—either 1-year, 3-year, or 5-year term.

b. Licensor will provide Licensee with number of subscriptions per school site based on purchase—either <10 educators, 10-50 educators, or more than 50 educators per campus.

c. Licensee may access the S-C 4.0 console using a validated username and password for users for the extent of the license agreement (September 9, 2024 – June 30, 2029) by the Licensor of the signed agreement and a signed purchase order or payment.

d. Licensee may print Student Handouts contained in the S-C 4.0 console for educational uses as part of Licensee teachers' and support staff's work within the school as designated in this agreement.

2. Licensor's Rights and Obligations.

a. Licensor warrants and represents that it owns all right, title, and interest in and to the Curriculum. All right, title, and interest in the Curriculum, including without limitation, any copyright, shall remain with Licensor.

b. Licensor shall provide the Curriculum and rights described in Section 1 after receipt of a signed agreement and a signed purchase order, check, or credit card charge for the fee amount stated in this agreement.

c. Licensor may monitor usage information, including the IP address, location, and computer ID used for any attempted access, successful or failed, of the S-C 4.0 console resources.

d. Licensor reserves the right to revoke Licensee access to the S-C 4.0 console if misuse or distribution of the Curriculum is discovered through monitoring or otherwise. Licensor will inform Licensee in a timely fashion if the license is revoked and why. No refunds will be given for termination due to misuse (e.g., sharing S-C console accounts, using School-Connect in other programs or outside of the U.S. and Canada without explicit permission from School-Connect LLC).

f. Changing of access logins is reserved by the Licensor but allowed through the School-Connect 4.0 subscription manager console. A Licensee subscription manager will be assigned to oversee subscription updates per school site.

3. Licensee's Rights and Obligations.

a. Licensee shall be solely responsible for payment of licensing fee based on the number of licenses purchased.

b. Licensee agrees that use of the Curriculum is restricted to internal use only during regular school hours and in school-affiliated clubs, school discipline programs, and parent meetings during after school hours. Licensee may not transfer rights to non-school affiliated after-school programs, out-of-building programs, or other schools or individuals.

c. Licensee agrees abide by no sharing of IDs and passwords among staff or with others; no transmission or duplication of PowerPoints or videos.

d. Licensee and its staff will keep the email usernames and unique codes secure.

4. Payments.

a. For the rights granted by Licensor herein, Licensee shall pay to Licensor a fee of $14,000.

b. Licensor will provide S-C 4.0 console access to the Licensee when School-Connect 4.0 subscription opens on approximately September 10 when School-Connect either receives a signed purchase order from Licensee or Licensee's school district (payable within 30 days) for the Curriculum detailing the stated fee, OR receives a check or credit card payment for the stated fee made payable to School-Connect.

5. Warranty and Indemnification.

Licensor warrants and represents that it has the full right, power and authority to enter into this Agreement and to grant the rights granted herein; that Licensee's use of the Curriculum as outlined in this agreement will not violate any rights of any kind or nature whatsoever of any third party.

6. Term and Termination.

a. The term of this Agreement is the length of the license term September 9, 2024 – June 30, 2029.

b. This Agreement shall be subject to termination in the event that Licensee ceases to exist as a school or merges with another school. If Licensee merges with another school, the fee paid in this Agreement may be applied to partially satisfy a new Agreement.

c. This agreement shall be subject to termination at the election of the Licensor if there has been misuse of the Licensor's copyrighted material. Licensor reserves the right to revoke Licensee access to the S-C console if misuse or distribution of the Curriculum is discovered through monitoring or otherwise. Licensor will inform Licensee in a timely fashion if the license is revoked and why. No refunds will be given for termination due to misuse (e.g., sharing S-C 4.0 console accounts, using School-Connect with other programs or outside of the U.S. and Canada without explicit permission from School-Connect LLC).

d. This Agreement shall be subject to termination at the election of Licensee, by written notice to Licensor, where there has been a default in the due observance or performance of any material covenant, condition or agreement herein by Licensor and such default has continued for a period of thirty (30) days after written notice specifying the same shall have been given to Licensee.

e. Termination or expiration of this Agreement shall not extinguish any of Licensee's or Licensor's obligations under this Agreement (including, but not limited to, the obligation to pay due fees) which by their terms continue after the date of termination or expiration.

7. General Provisions.

a. Successors/Assigns.

This Agreement is binding upon and shall inure to the benefit of the respective successors of Licensor (e.g. new executive director) and Licensee (e.g., new school principal, new teachers) and/or assigns of the parties hereto.

b. Integration.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified or amended except by written agreement executed by the parties hereto.

c. Governing Law: Forum.

This Agreement shall be governed by the laws of the State of Texas applicable to agreements made.

d. Notice.

The address of each party hereto as set forth below shall be the appropriate address for the mailing of notices, checks and statements, if any, hereunder. All notices shall be sent by email with confirmation receipt or certified or registered mail and shall not be deemed received or effective unless and until actually received. Either party may change their mailing address by written notice to the other.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed the day and year set forth above.

Name and Address of Licensor

School Connect LLC
6010 W. Spring Creek Parkway
Plano, TX 75024
Phone: (469) 500-6813
jdouglass@school-connect.net

By: _____ Date 9/10/24

Julea Douglass, Ph.D., Executive Director

Name and Address of Licensee

School: Gilbert High School
Address: 1800 W. Ball Road
City/State/Zip: Anaheim, CA 92804
Phone: (714) 999-3558
Email: fried_j@auhsd.us

_____ Date 10/18/24

Dr. Jaron Fried, Assistant Superintendent, Educational Services

School-Connect
Optimizing the High School Experience

6010 W. Spring Creek Parkway
Plano, TX 75024

Bill To Name	Gilbert High School
Bill To	1800 W. Ball Rd Anaheim, CA 92804

Quote Number	08137	Created Date	9/9/2024

Product	Line Item Description	Quantity	Sales Price	Total Price
S-C 4.0 5-SY School License (51+)	Expires on 6/30/2029	1.00	$14,000.00	$14,000.00
S-C 4.0 Orientation	1-HR Orientation/Consultation	1.00	$0.00	$0.00

Subtotal	$14,000.00
Shipping and Handling	$0.00
Grand Total	$14,000.00

The license begins when payment is received and ends on 6/30/2029.

CARELON BEHAVIORAL HEALTH, INC.
AND

Anaheim Union High School District

DATA USE AGREEMENT

AGREEMENT FOR DISCLOSURE AND USE OF CHILDREN AND YOUTH BEHAVIORAL HEALTH INITIATIVE DATA AND DOCUMENTS CONTAINING INDIVIDUAL AND PROVIDER-SPECIFIC INFORMATION

In order to exchange data and documents related to the Children and Youth Behavioral Health Initiative (hereinafter "CYBHI") statewide, multi-payer fee schedule, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, and Anaheim Union High School District and/or its contractor on its behalf, Paradigm Healthcare Services, LLC ("Contractor")(hereinafter, individually and collectively as the context may require, referred to as "LEA") and Carelon Behavioral Health, Inc. (hereinafter "Carelon") enter into this Data Use Agreement (hereinafter "Agreement") to comply with the following specific sections. This Agreement shall be binding on any successors to the parties (Carelon and LEA).

1. The Department of Health Care Services (hereinafter "DHCS") requires that Carelon enter into a data use agreement with each LEA. This Agreement is by and between Carelon and LEA.

2. This Agreement addresses the conditions under which the parties will disclose, obtain and use CYBHI data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further those instructions or interpretations concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the applicable point of contact specified in Section 3.

3. The parties mutually agree that the following named individuals will be designated as "point- of- contact" for the Agreement:

Heather Hutter	714-220-3034
LEA Contact Name and Title	**LEA Contact Phone Number**
huttner_h@auhsd.us	501 N. Crescent Way, Anaheim CA 92801
LEA Contact Email Address	**LEA Contact Mailing Address**

Roger Vang, Director Paradigm Technologies	(415) 616-0920
Contractor Name and Title	**Contractor Contact Phone Number**
support@paradigm-healthcare.com	1225 4th Street, #363, San Francisco, CA 94158
Contractor Contact Email Address	**Contractor Contact Mailing Address**
Christina Kim, Director, Account Executive	CYBHITPA@Carelon.com
Carelon Contact Name and Title	**Carelon Contact Information**

4. The parties mutually agree that the following specified Attachments are part of this Agreement:

    a. Attachment A: Data Files

5. The parties mutually agree, and in furnishing CYBHI data files hereunder each party relies upon such agreement, that such data file(s) will be used solely for the following purposes of exchanging data with each other as directed by DHCS in each party's respective agreements with DHCS. The parties have determined that the CYBHI data files listed in Attachment A is the minimum amount needed for these purposes.

6. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and Personal Information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of CYBHI data containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (HIPAA regulations), the Final Omnibus Rule, the provisions of the California Information Practices Act, Civil Code section 1798 *et. seq.*, 42 CFR Part 2, and the provisions of other applicable federal and state law and to the extent applicable, Family Educational Rights and Privacy Act (FERPA). The parties specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 5 of this Agreement. Both parties also specifically agree they will not use the other party's data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than for the purposes as provided in this Agreement.

7. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended:

    a. "Breach" shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.

b. "Individually Identifiable Health Information" means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.

c. "Personal Information" (PI) shall have the meaning given to such term in Civil Code section 1798.29.

d. "Protected Health Information" (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.

e. "Required by law, as set forth under 45 CFR section 164.103," means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court- ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

f. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.

g. "Unsecured PHI" shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.

8. Each party represents and warrants that, except as the other party shall authorize in writing, receiving party shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. Each party agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purposes stated in this Agreement, or Attachment A, and to those individuals on a need-to-know basis only. Neither party shall use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. Carelon shall not use the information to identify or contact any individuals other than is required for purposes of carrying out its obligations under the Agreement and/or its obligations to DHCS.

9. The parties agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CYBHI data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The parties also agree to ensure that any agents, including a subcontractor, to whom they provide CYBHI data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the parties with respect to such information.

10. Both parties acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164 of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq. and the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order. Each party also agrees to ensure that any agents, including a subcontractor, to whom they provide the other party's data, agrees to the same restrictions and conditions that apply to the receiving party with respect to such information.

11. Each party agrees to report to the other party any use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery. Such reports shall include a description of the use or disclosure including what information was compromised, how it was compromised, when the use or disclosure occurred, how it was discovered, what steps receiving party has taken to mitigate harm, and what steps disclosing party has taken to prevent similar incidents in the future, plus any additional information requested by receiving party. Disclosing party shall provide such cooperation as receiving party may reasonably request in connection with investigating and responding to any CYBHI data disclosure issue.

12. Each party agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose CYBHI data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, each party shall observe the following requirements.

    a. Each party shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose CYBHI data; and

b. Each party shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

13. From time to time, the disclosing party may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of the receiving party to monitor compliance with this Agreement. Receiving party shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the disclosing party in writing. When LEA is the receiving party, certification shall be made to Carelon's Privacy Officer. The fact that the disclosing party inspects, or fails to inspect, or has the right to inspect, receiving party's facilities, systems and procedures does not relieve receiving party of their responsibility to comply with this Agreement.

14. Each party acknowledges that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. Each party further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the receiving party, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

15. By signing this Agreement, the parties agree to abide by all provisions set out in this Agreement and for protection of the CYBHI data file(s) specified in this Agreement and in Attachment A, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, each party agrees that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of CYBHI data may result in denial of access to CYBHI data.

16. This Agreement shall terminate at the time of the completion of the CYBHI or when terminated by one of the parties, and at that time all CYBHI data provided by the disclosing party must be destroyed by the receiving party and an affidavit of destruction sent to the disclosing party's representative named in Section 4, unless data has been destroyed prior to the termination date and an affidavit of destruction sent to disclosing party. All representations, warranties and certifications shall survive termination. Notwithstanding the above, CYBHI data may be retained by the receiving party in the following circumstances:

    a. As required by applicable local, state, federal, or international law, regulation, or policy that necessitates retention of certain CYBHI data for a specified period.
    b. In accordance with a litigation hold, in the event of actual or probable litigation.
    c. In observance of audit requirements that mandate CYBHI data availability for specified periods

post-transaction.

d. For archival purposes if deemed necessary for the continuance of the receiving party's business operations.

e. As part of the receiving party's backup and disaster recovery procedures.

f. To fulfill any obligations that are explicitly stated in this Agreement that require the retention of specific CYBHI data beyond the termination of the Agreement.

g. To comply with any request by the disclosing party to the receiving party to retain specific CYBHI data for a particular period.

17. Termination for Cause. Upon a party's knowledge of a material breach or violation of this Agreement by the other party, the party may provide an opportunity for the other party to cure the breach or end the violation and may terminate this Agreement if the other party does not cure the breach or end the violation within the time specified by the non-breaching party. Non-breaching party may terminate this Agreement immediately if the other party breaches a material term and the non-breaching party determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, breaching party must destroy all PHI and PI in accordance with Section 16, above. The provisions of this Agreement governing the privacy and security of the PHI and PI shall remain in effect until all PHI and PI is destroyed or returned to the disclosing party.

18. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement. The Agreement is effective upon signature by both parties (Carelon and LEA).

19. Agreement Signatures.

a. On behalf of LEA, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

Signature of LEA/Company/Organization Authorized Representative

Jaron Fried

Printed Name of Authorized Representative

Assistant Superintendent, Education

Title of Authorized Representative

October 17, 2024

Date

1144368093

LEA/Company/Organization Name | LEA NPI Number

714-999-3511 - email: hutter_h@auhsd.us

LEA/Company/Organization Phone Number and Email Address

501 N. Crescent Way., Anaheim Ca 92801

LEA/Company/Organization Address

Anaheim Ca 92801

LEA/Company/Organization City/State/ZIP

b. On behalf of Contractor, the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein for the sole purpose of performing services under this Agreement on behalf of the LEA listed in 19.a.



Signature of Contractor Authorized Representative

Roger Vang

Printed Name of Contractor Representative

Director, Paradigm Technologies

Title of Contractor Representative

June 10, 2024

Date

20. On behalf of Carelon the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of Carelon Representative

Carelon Representative Title

Carelon Representative Signature

Date

Data Use Agreement - Attachment A

CYBHI data files to be exchanged between the parties:

CYBHI Data	Disclosing Party	Receiving Party	Transmit Method
Provider/Practitioner Roster (SPI) Data	LEA/Contractor	Carelon	Secure File Transfer Protocol (SFTP)
Member Batch Registration Data	LEA/Contractor	Carelon	Secure File Transfer Protocol (SFTP)
SPI Response Files	Carelon	LEA/Contractor	Secure File Transfer Protocol (SFTP)
Claims (837 via Availity)	LEA/Contractor	Carelon	Availity/Clearinghouse (may vary)
Claims Remediation Files (999/277CA)	Carelon	LEA/Contractor	Availity/Clearinghouse (may vary)
Claims Payments (835 Files)	Managed Care Plan (MCP)	LEA/Contractor	Automated Clearing House (ACH) Vendor (may vary)

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term “Agreement” as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties.”

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. Permitted Uses and Disclosures of PHI by Business Associate. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Nondisclosure. Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.2.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

16. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

17. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

18. **Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to DHCS.

18.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

18.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

18.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 18.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

18.3 Complete Report. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

18.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

19. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

21. Termination

21.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2. Amendment.

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

22.4 No Third-Party Beneficiaries. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

22.5 Interpretation. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

22.6 No Waiver of Obligations. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

California Emerging Technology Fund
Agreement for Collaboration with School Districts
School2Home Education Collaborative

Background

The California Emerging Technology Fund (CETF) and T-Mobile entered into a Memorandum of Understanding (MOU) in 2019 in conjunction with T-Mobile's acquisition of the Sprint Wireless network in California. The MOU delineated T-Mobile commitments for broadband deployment and adoption, which included the provision of hotspots to students attending School2Home Partner Schools. This Agreement for Collaboration memorializes the commitments between and among CETF, T-Mobile, and your School District to distribute hotspots that will be owned by the students and their parents to use after school hours with free service for 5 years with 100GB per year.

Agreement for Collaboration

The California Emerging Technology Fund, in partnership with T-Mobile, and your school district hereby agree to the following responsibilities to participate in the School2Home Education Collaborative. The overall objective of the collaborative is to help Title I middle schools enhance the impact of technology on the teaching, learning and parent engagement.

The School District shall:

- Identify interested Title I middle schools committed to advancing the impact of education technology on student outcomes and recognize the important role of parent engagement in this process.
- Assist participating schools with the distribution process of T-Mobile hotspots as needed.
- Participate in the Technology Collaborative Meetings and identify best practices and resources that can be replicated at other Title I schools in the district.

Participating Schools Shall:

- Identify a team of 3 school staff that will attend the virtual and in-person meetings that will discuss best practices to be implemented at their respective schools. Participating school staff will complete the assigned follow-up activities from each session.
- Develop a plan for distributing T-Mobile hotspots to families at their campus and collaborate with the district on the distribution process.

- Assist CETF with the collection of needed student data related to their home connectivity. Any data request from CETF will follow the District Student Privacy Guidelines.

- Coordinate with CETF to provide information on free basic digital literacy training and low-cost home Internet offers to all enrolled families.

<u>The California Emerging Technology Fund shall:</u>

- Coordinate and conduct at least 3 virtual and 1 in-person session to discuss best practices, focused on using technology effectively to enhance the teaching and learning process as well as deepening the level of parent engagement at each campus.

- Provide the following funds to participating schools and educators:
  - $250 to each member of the school team per virtual meeting attended and completion of follow-up assignments.
  - $1,000 to educators recognized for integrating technology into their instructional practice successfully.
  - $2,500 to each participating school for applying strategies that help strengthen the level of parent engagement through workshops and events that are connected to learning using various technology platforms.

- Cover all costs associated with the in-person annual School2Home Leadership Academy to be conducted in downtown Los Angeles.

- Coordinate with the district and the school arrangements for media coverage of the hotspot distribution event. Share photographs and video recordings with the district for use in their communications and postings online.

- Provide no-cost basic digital literacy training resources for all parents/guardians in the district.

- Provide information about available low-cost home Internet service offers for the district to distribute to all eligible students and parents. Coordinate with the district on the process and timing of the information distribution.

- Work with all Internet Service Providers to address any issues regarding sign-ups for low-cost affordable offers.

School District Information:

Name: Dr. Jaron Fried

Address: 501 Crescent Way

Anaheim, CA 92801

Number of Hotspots To Be Distributed: _____

Accepted for the School District by:

_____	10/18/24
Signature	Date
Dr. Jaron Fried	Assistant Superintendent, Ed. Division
Name (Printed)	Title

Accepted for the California Emerging Technology Fund on September 11, 2024 by:

Sunne Wright McPeak
President and CEO
California Emerging Technology Fund

Agustin Urgiles
School2Home Executive Manager
California Emerging Technology Fund

MEMORANDUM OF UNDERSTANDING
Between
ANAHEIM UNION HIGH SCHOOL DISTRICT
and
PACIFIC SYMPHONY

This Memorandum of Understanding (MOU), while not a legally binding document, indicates a voluntary partnership between the Anaheim Union High School District (District) and **Pacific Symphony** to benefit students by providing professional small group and individual instruction.

Overall Project Service Goals

This collaboration aims to create a transformative educational experience by connecting District instrumental music students with the world-class musicians of the Pacific Symphony. Through this partnership, the Pacific Symphony will provide invaluable musical mentorship to students enrolled in instrumental music courses within the District. The presence of professional symphony musicians will offer students not just technical guidance, but also inspiration and insight into the discipline and artistry required for a career in music.

The program will particularly focus on reaching young motivated musicians who may lack access to private instruction due to financial or other barriers. This includes, but is not limited to, low-income students, foster youth, and English Learners. By offering these students the opportunity to learn directly from professional musicians, we aim to significantly elevate their musical skills, confidence, and aspirations.

District teachers and Pacific Symphony personnel will collaborate to ensure that the instruction is both rigorous and accessible. Method books, provided by the District, will be supplemented with specialized curriculum developed by the Pacific Symphony, tailored to meet the needs of diverse learners. The collaboration will culminate in an end-of-year performance showcasing the students' growth, along with field trips to live performances, further enriching their exposure to professional music-making.

Scope of Collaboration

1. Pacific Symphony musicians will work with students on a weekly basis to give individual and small group instruction to students throughout the 2024-25 school year.
2. Pacific Symphony staff will assist with sectional rehearsals and individual preparation before major performances (e.g., Winter Concert, SCSBOA Festival) and events (e.g., Solo/Ensemble Festival, Honor Band Auditions).
3. The Pacific Symphony will provide complimentary tickets and bus transportation for students and their families to attend a minimum of two Symphony concerts during the year at the Renee and Henry Segerstrom Concert Hall.
4. A culminating year-end concert may include Symphony musician participation and performance.

Personnel

This collaboration will be facilitated by **Pacific Symphony** program managers, artists, and District music teachers. Pacific Symphony members will be paid by the Pacific Symphony, which will maintain sufficient insurance coverage for their musicians.

Direction

The program will be supervised by District music teachers, the Director of Arts Education, the Performing Arts Curriculum Specialist, and the Director of Education and Outreach Programs, Pacific Symphony.

Desired Outcomes

The collaboration between the District and the **Pacific Symphony** aims to foster both individual and collective growth among students, preparing them for future success in their musical careers and beyond. Key outcomes include:

- **Enhancing Communication Skills:** Students will improve their ability to articulate musical ideas and collaborate effectively within ensemble settings, essential for both academic and professional success.
- **Creating Curriculum Incorporating the 5 C's:** The program will integrate the 5 C's (Creativity, Collaboration, Critical Thinking, Character, and Communication) into its curriculum, equipping students with essential skills for the modern workforce.
- **Strengthening Self-Confidence:** Through mentorship and performance opportunities, students will build the confidence needed to pursue ambitious goals and take on leadership roles in their musical and academic journeys.
- **Exploring Creativity:** Exposure to professional musicians will inspire students to explore new creative avenues, fostering innovation and originality in their musical expression.
- **Enhancing Teamwork Abilities:** Working closely with symphony musicians and peers will develop students' ability to collaborate and contribute effectively to group projects, a critical skill in both music and career settings.
- **Increasing Awareness of Professional Music Careers:** Students will gain valuable insights into the professional world of music, broadening their understanding of potential career paths, and the steps necessary to achieve their goals.
- **Preparing for Future Educational Opportunities:** The program will also guide students in exploring higher education opportunities in music, helping them navigate the transition from high school to college and beyond.

Roles and Responsibilities

1. **ANAHEIM UNION HIGH SCHOOL DISTRICT TEACHERS** will be responsible for:
    a. Recruiting and retaining participants suitable for **Pacific Symphony** mentorship.
    b. Ensuring all participants sign a participation agreement and are committed to completing the program, including home practice.
    c. Ensuring participants attend all sessions unless absent from school.
    d. Providing suitable locations for lessons to occur.
    e. Providing an appropriate venue for the final performance.
2. **ANAHEIM UNION HIGH SCHOOL DISTRICT STAFF** will support the **Pacific Symphony** program by:
    a. Helping to create a safe atmosphere for this artistic endeavor.

TERMS
This Memorandum of Understanding shall become effective immediately when signed and remain in effect until May 22, 2025, with the possibility of renewal.

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 to determine if an effective cure can be implemented, and to terminate if and when it has an institutional need to do so.

INDEMNIFICATION

Pacific Symphony, 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 **Pacific Symphony**, its officers, employees, or agents.

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 attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

AMENDMENT

This Memorandum of Understanding may be amended only by written instrument signed by duly authorized representatives of the Anaheim Union High School District and **Pacific Symphony**.

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:

To: **Pacific Symphony**
17620 Fitch, Suite 100
Irvine CA 92614

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, or his/her designee, to represent the District in all matters pertaining to this Memorandum of Understanding. **Pacific Symphony**, designates the undersigned, or his/her/their designee, to represent **Pacific Symphony** in all matters pertaining to this Memorandum of Understanding.

FEES
The Anaheim Union High School District agrees to pay a total cost not to exceed **$0.** This program is funded entirely by **Pacific Symphony.** There is no direct cost to the District.

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

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

Signature	Signature
Name: Dr. Jaron Fried	Name: Mary Hawkes
Title: Assistant Superintendent, Ed. Services	Title: Senior Director of Community Engagement
Party: Anaheim Union High School District	Party: **Pacific Symphony**
Date: October 17, 2024	Date: September 17, 2024

SUBSTITUTE TEACHER SALARY SCHEDULE 6306

Day to day substitute	$190.00/day
Half-day substitute	$95.00/half-day
Long term substitute*	$220.00/day
Miscellaneous hourly substitute	$29.29/hour

*(After ten consecutive days in same assignment retroactive to the first day of long-term assignment)

(Effective: November 11, 2024)

Board of Trustees
March 13, 1986
Revised: September 7, 1989
Revised: April 19, 1990
Revised: April 16, 1991
Reviewed: April, 1993
Revised: February, 1996
Revised: November, 1998
Reviewed: September 14, 2000
Revised: March 15, 2001
Revised: August 31, 2006
Revised: March 11, 2010
Revised: July 16, 2015
Revised: September 12, 2019
Revised: October 14, 2021
Revised: December 12, 2023
Revised: Pending
P

Anaheim Union High School District (AUHSD/District) Initial Proposal to Anaheim Secondary Teachers Association (ASTA/Association) for negotiations of the 2024-25 Collective Bargaining Agreement (Agreement)

October 17, 2024

The following proposal is presented to ASTA for the purpose of beginning collective bargaining for the 2024-25 contract year.

Per Article 23: Duration of the Agreement, the following articles shall be open for negotiations:

ARTICLE 12: Evaluation Procedures
ARTICLE 14: Wages and Items Related to Wages
ARTICLE 15: Health and Welfare

The parties have previously agreed to negotiate the following based on recommendations from associated workgroups.:

ARTICLE 21: Beginning Teacher Support and Assessment Program
ARTICLE 22: Peer Assistance and Review

Appendix L: Speech-Language Pathologist (SLP) Workload, 2023-24 and 2024-25
Appendix Q: Speech and Language Pathologist (SLP) Evaluation Tool
Appendix R: Nurse Evaluation Tool
Appendix S: Evaluation Procedures-Performance Task Assessments, 2023-24

Anaheim Secondary Teachers Association (ASTA/Association) Initial Proposal to the Anaheim Union High School District (AUHSD/District) for negotiations of the 2024-25 Collective Bargaining Agreement (Agreement)

October 17, 2024

The following proposal is presented to the District for the purpose of beginning collective bargaining for the 2024-25 contract year.

Articles open for negotiations as per Article 24: Duration of the current Agreement:

ARTICLE 11: Class Size (including Appendices J and K)
ARTICLE 13: Safety
ARTICLE 14: Wages and Items Related to Wages (including Appendix C)
ARTICLE 15: Health and Welfare
ARTICLE 24: Duration

The parties have also previously agreed to negotiate alternatives to these Articles using the recommendations of a joint work group as the as the starting point for negotiations:

ARTICLE 21: Beginning Teacher Support and Assessment Program
ARTICLE 22: Peer Assistance and Review

Appendix L: Speech-Language Pathologist (SLP) Workload, 2023-2024 and 2024-2025
Appendix Q: Speech and Language Pathologist (SLP) Evaluation Tool
Appendix R: Nurse Evaluation Tool
Appendix S: Evaluation Procedures – Performance Task Assessments, 2023-2024

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change Effective January 1, 2025

The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2025:

PPO Plan

- Increase deductible from $275 individual/ $1,100 family to $325 individual/ $1300 family
- Increase Rx copay from $7/$25/$50 to $10/$30/$60

EPO Plan

- Increase OV and SP copays from $20 OV/ $20 SP to $25 OV/ $25 SP
- Increase Rx copay from $7/$25/$50 to $10/$30/$60; AND
- Increase outpatient surgery from 100% to $150 copay

The current maximum District contribution to the blended composite rate is $18,022. For the calendar year 2025, the blended composite rate is $20,559. For calendar year 2025, the maximum District contribution to the blended composite rate will be $20,559.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: 10/1/2024

Brad Jackson

Brad Jackson
Assistant Superintendent
Human Resources

Signature: Geoff Morganstern
Geoff Morganstern (Oct 4, 2024 11:36 PDT)

Email: morganstern_g@auhsd.us

Geoff Morganstern

Geoff Morganstern
President, Anaheim Secondary
Teachers Association

Signature: Brad Jackson
Brad Jackson (Oct 4, 2024 13:29 PDT)

Email: jackson_b@auhsd.us

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Personnel and Guidance Association (APGA)

Health and Welfare Program Change Effective January 1, 2025

The Anaheim Union High School District (AUHSD) and the Anaheim Personnel and Guidance Association (APGA) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2025:

PPO Plan

- Increase deductible from $275 individual/ $1,100 family to $325 individual/ $1300 family
- Increase Rx copay from $7/$25/$50 to $10/$30/$60

EPO Plan

- Increase OV and SP copays from $20 OV/ $20 SP to $25 OV/ $25 SP
- Increase Rx copay from $7/$25/$50 to $10/$30/$60; AND
- Increase outpatient surgery from 100% to $150 copay

The current maximum District contribution to the blended composite rate is $18,022. For the calendar year 2025, the blended composite rate is $20,559. For calendar year 2025, the maximum District contribution to the blended composite rate will be $20,559.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: 10/1/2024

Brad Jackson

Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger

Lacie Mounger
Co-President
APGA

Brittany Bouska

Brittany Bouska
Co-President
APGA

Signature: Brittany Bouska
Brittany Bouska (Oct 4, 2024 06:53 PDT)

Email: bouska_b@auhsd.us

Signature: Lacie Mounger (Oct 4, 2024 09:59 PDT)

Email: mounger_l@auhsd.us

Signature: Brad Jackson (Oct 4, 2024 10:03 PDT)

Email: jackson_b@auhsd.us

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
California School Employees Association (CSEA)
and its Anaheim Union High School District Chapter # 74

Health and Welfare Program Change Effective January 1, 2025

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) and its Anaheim Union High School District Chapter # 74 agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2025:

PPO Plan

- Increase deductible from $275 individual/ $1,100 family to $325 individual/ $1300 family
- Increase Rx copay from $7/$25/$50 to $10/$30/$60

EPO Plan

- Increase OV and SP copays from $20 OV/ $20 SP to $25 OV/ $25 SP
- Increase Rx copay from $7/$25/$50 to $10/$30/$60; AND
- Increase outpatient surgery from 100% to $150 copay

The current maximum District contribution to the blended composite rate is $18,022. For the calendar year 2025, the blended composite rate is $20,559. For calendar year 2025, the maximum District contribution to the blended composite rate will be $20,559.

This MOU has no effect on any other portion of the District's benefit plan.

It is agreed and understood that this Memorandum of Understanding is subject to all approvals required by CSEA policy and by the Anaheim Union High School District Board of Trustees.

This MOU is dated: 10/1/2024

Brad Jackson (Oct 4, 2024 16:00 PDT)

Brad Jackson
Assistant Superintendent
Human Resources

Heather Huttner (Oct 4, 2024 15:18 PDT)

Heather Huttner
President
CSEA, Chapter 74

Karli Nevarez
Labor Relations Representative
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING

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

Health and Welfare Program Change Effective January 1, 2025

The Anaheim Union High School District (AUHSD) and the American Federation of State, County and Municipal Employees (AFSCME) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2025:

PPO Plan

- Increase deductible from $275 individual/ $1,100 family to $325 individual/ $1300 family
- Increase Rx copay from $7/$25/$50 to $10/$30/$60

EPO Plan

- Increase OV and SP copays from $20 OV/ $20 SP to $25 OV/ $25 SP
- Increase Rx copay from $7/$25/$50 to $10/$30/$60; AND
- Increase outpatient surgery from 100% to $150 copay

The current maximum District contribution to the blended composite rate is $18,022. For the calendar year 2025, the blended composite rate is $20,559. For calendar year 2025, the maximum District contribution to the blended composite rate will be $20,559.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: 10/1/2024

_____	_____
Brad Jackson	Adrian Prieto
Assistant Superintendent	President
Human Resources	AFSCME

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Mid-Managers Association (MMA)

Health and Welfare Program Change Effective January 1, 2025

The Anaheim Union High School District (AUHSD) and the Mid-Managers Association (MMA) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2025:

PPO Plan

- Increase deductible from $275 individual/ $1,100 family to $325 individual/ $1300 family
- Increase Rx copay from $7/$25/$50 to $10/$30/$60

EPO Plan

- Increase OV and SP copays from $20 OV/ $20 SP to $25 OV/ $25 SP
- Increase Rx copay from $7/$25/$50 to $10/$30/$60; AND
- Increase outpatient surgery from 100% to $150 copay

The current maximum District contribution to the blended composite rate is $18,022. For the calendar year 2025, the blended composite rate is $20,559. For calendar year 2025, the maximum District contribution to the blended composite rate will be $20,559.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: 10/1/2024

Brad Jackson

Brad Jackson
Assistant Superintendent
Human Resources

Signature: Troy Jemerson
Troy Jemerson (Oct 4, 2024 09:12 PDT)
Email: jemerson_t@auhsd.us

Troy Jemerson

Troy Jemerson
President
MMA

Signature:
Brad Jackson (Oct 4, 2024 09:56 PDT)
Email: jackson_b@auhsd.us

CONFLICT OF INTEREST CODE 6203.01 (9270)

The Board of Trustees desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the District and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the District when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730), which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the Anaheim Union High School District.

Designated employees shall file statements of economic interests with the Anaheim Union High School District's political reform act filing officer, the secretary to the Board of Trustees (superintendent), who will make the statements available for public inspection and reproduction (Government Code Section 82008).

Upon receipt of the statements of the Anaheim Union High School District, the filing officer shall make and retain a copy. The original statements of the board members, superintendent, deputy superintendent, assistant superintendents, executive director of human resources, and counsel will be forwarded to the clerk of the Orange County Board of Supervisors. Statements for all other designated employees will be retained by the filing officer.

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably

foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

   However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

   If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government

Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or District consultants shall not be financially interested in any contract made by the Board of Trustees on behalf of the District, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board of Trustees, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or District official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a District employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

District officers, employees, or agents who violate these standards of conduct are subject to disciplinary action. (2 CFR 200.318)

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the District. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the District for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches.

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the District for donation into the general fund without being claimed as a deduction from income for tax purposes.

Legal Reference:

CODE OF FEDERAL REGULATIONS, TITLE 2
200.318 General Procurement Standards

EDUCATION CODE
1006 Qualifications for holding office
35107 School district employees
35230-35240 Corrupt practices, especially:
35233 Prohibitions applicable to members of governing boards
41000-41003 Moneys received by school districts
41015 Investments

FAMILY CODE
297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
1125-1129 Incompatible activities
81000-91014 Political Reform Act of 1974, especially:
82011 Code reviewing body
82019 Definition, designated employee
82028 Definition, gift
82030 Definition, income
82033 Definition, interest in real property
82034 Definition, investment
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
89506 Ethics; travel
91000-91014 Enforcement

PENAL CODE
85-88 Bribes

REVENUE AND TAXATION CODE
203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2
18110-18997 Regulations of the Fair Political Practices Commission, especially:
18700-18707 General prohibitions
18722-18740 Disclosure of interests
18753-18756 Conflict of interest codes

COURT DECISIONS
McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)
Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS
92 Ops.Cal.Atty.Gen. 26 (2009)
92 Ops.Cal.Atty.Gen. 19 (2009)
89 Ops.Cal.Atty.Gen. 217 (2006)
86 Ops.Cal.Atty.Gen. 138(2003)
85 Ops.Cal.Atty.Gen. 60 (2002)
82 Ops.Cal.Atty.Gen. 83 (1999)
81 Ops.Cal.Atty.Gen. 327 (1998)
80 Ops.Cal.Atty.Gen. 320 (1997)
69 Ops.Cal.Atty.Gen. 255 (1986)
68 Ops.Cal.Atty.Gen. 171 (1985)
65 Ops.Cal.Atty.Gen. 606 (1982)
63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS
Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS
Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES
CSBA: http://www.csba.org
Fair Political Practices Commission: http://www.fppc.ca.gov
Institute of Local Government: http://www.ca-ilg.org

Board of Trustees
June 23, 1978
Revised: April 19, 1990
Revised: June 18, 1992

Revised: August 1994
Revised: March 1995
Revised: October 1998
Revised: January 2003
Revised: November 2006
Revised: August 2008
Revised: November 2009
Revised: November 2010
Revised: September 2012
Revised: November 2014
Revised: May 2015
Revised: December 2018
Revised: December 2020
Revised: August 2022
Revised: TBD

Exhibit A
Anaheim Union High School District

LIST OF DESIGNATED POSITIONS
CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS	Disclosure Categories
Governing Board, Superintendent, and Public Information Officer	
Members of the Board of Trustees	OC-01
Superintendent	OC-01
District Counsel	OC-01
Public Information Officer (PIO)	OC-02
Personnel Commission and Staff:	
Members of the Personnel Commission	OC-01
Executive Director, Classified Personnel	OC-01
Educational Services:	
Assistant Superintendent, Educational Services	OC-01
Chief Technology Officer	OC-01
Community Schools Manager	OC-01
Executive Director, Educational Services	OC-01
Director, Career Preparedness Systems Framework Implementation	OC-01
Director, Plurilingual Services	OC-01
Director, School Mental Health and Wellness	OC-01
Coordinator, Educational Related Mental Health Services	OC-01
Coordinator, Professional Learning	OC-01
Coordinator, Special Youth Services	OC-01
Director, Arts Education	OC-01
Director, Innovative Programs and Instructional Systems	OC-01
Director, Community Schools & Family and Community Engagement	OC-01
Director, Learning and Development	OC-01
Director, Special Youth Services	OC-01
Director, Student Support Services	OC-01
Coordinator, ~~Program Administrator~~, 21st Century Career Readiness	OC-01
Program Administrator, International Student Relations and Services	OC-01
Program Administrator, Assessment and Evaluation	OC-01

Program Administrator, ~~Attendance and Safety~~	OC-01
Program Administrator, Title IX	OC-01
~~Coordinator~~, Family and Community Engagement **Manager**	OC-01
Business Services:	
Accounting Manager	OC-01
Assistant Superintendent, Business Services	OC-01
Assistant Director, Food Services	OC-37
Assistant Director, Planning and Design	OC-05
Budget Manager	OC-01
Buyer	OC-05
Controller	OC-01
Executive Director, Fiscal Services	OC-01
Executive Director, Facilities, Maintenance and Operations	OC-01
Director, Food Services	OC-37
Director, Maintenance and Operations	OC-02
Director, Purchasing and Central Services	OC-08
Director, Transportation Services	OC-02
District and Community Use Manager	OC-02
Energy Manager	OC-05
Payroll Manager	OC-02
Procurement Contract Specialist	OC-02
Purchasing Clerk	OC-05
Project Manager	OC-05
Director, Risk Management and Insurance	OC-12
Supervisor, Warehouse	OC-02
Senior Warehouseman	OC-02
Warehouseman	OC-02
Human Resources:	
Assistant Superintendent, Human Resources	OC-01
Director, Human Resources	OC-01
Consultants	OC-30

Exhibit B
Anaheim Union High School District

Disclosure Category	Disclosure Description
OC-01	All interests in real property in the district, as well as investments, business positions and sources of income (including gifts, loans, and travel payments).
OC-02	All investments, business positions, and sources of income (including gifts, loans, and travel payments).
OC-05	All investments, in business positions with and income (including gifts, loans, and travel payments) from sources that provide services, supplies, materials, machinery, and equipment (including training and consulting services) used by the department or district.
OC-08	All investments, in business positions with and income (including gifts, loans, and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the department.
OC-12	All interests in real property in the district, as well as investments in, business positions with and income (including gifts, loans, and travel payments) from sources that invest funds or engage in the business of insurance including, but not limited to insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers, and actuaries; from financial institutions including, but not limited to, banks, savings and loan associations and credit unions or sources that have filed a claim, or have a claim pending, against Orange County.
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The department head, director, general manager, superintendent, etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the filing officer for public inspection.
OC-37	All investments in, business positions with and income (including gifts, loans, and travel payments) from sources that provide food services or supplies, which include, but are not limited to wholesale food, retail food, or restaurant equipment.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Cypress Community Festival Association ("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 Contractor is in need of such special services and advice; and

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

WHEREAS, the District agrees to perform the services described in this Agreement in accordance with the standards of its profession, to Contractor'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 District, 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. District will provide the Services to the Contractor during the Term.

2. **Term**. The term for services pursuant to this Agreement is from September 1, 2024, through September 30, 2025.

3. **Submittal of Documents**. The District 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 **$125/Hr. (Weekdays)** and **$150/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**. District 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 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. 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**. District shall furnish, at District'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**. Districts Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Districts 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**. District shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of District transacted under this Agreement. District 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 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 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. District shall observe and comply with all rules and regulations for 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 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 Districts 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. 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 District shall not permit any employee to interact with Contractor's students until such time as the District has certified in writing, using the Contractor'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 District. 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 Contractor 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 District and all Districts agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all Contractor 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
Contractor: Cypress Community Fest.
Attn: Bruce Troutman
Address: PO Box 1283
City State Zip: Cypress, CA 90630
Phone:
Email: troutmanb17@gmail.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 C. Nien

Its: Assistant Superintendent, Business

Cypress Community Festival Assoc.

Date: 9-9-2024

By: Jimmy Fuller Digitally signed by Jimmy Fuller DN: cn=Jimmy Fuller, o=RHF Signs, ou, email=info@rhfsigns.com, c=US Date: 2024.09.09 14:14:48 -07'00'

Print Name: Jimmy Fuller

Its: CCFA President

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 Cypress Community Festival Association patrons 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.

CERTIFICATION BY CONTRACTOR

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

I, __Jimmy Fuller_____, am the ___President_____ of ____Cypress Community Festival__,
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 ___Cypress _____, California on __9-19-2024_____

Date

Signature

Jimmy Fuller

Typed or Printed Name

President

Title

Cypress Community Festival

Name of Contractor

PO Box 1283, Cypress CA 90630

Address

714-858-0958

Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Vibrant Minds Charter School ("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 Contractor is in need of such special services and advice; and

WHEREAS, the District 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 District agrees to perform the services described in this Agreement in accordance with the standards of its profession, to Contractors 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. District will provide the Services to the District during the Term.

2. **Term**. The term for services pursuant to this Agreement is from September 1, 2024 through June 30, 2025.

3. **Submittal of Documents**. The District 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 **$125/Hr. (Weekdays)** and **$150/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. 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 **X** 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 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 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.

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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).

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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 Districts 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
Vibrant Minds Charter School
Attn: Debra J. Schroeder, Ed.D.
Copy: Chammarra Nguyen
Address: 412 W. Carl Karcher Way
Anaheim, CA 92801
Phone: 714-563-2390
Email: dschroeder@vibrantminds.us

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 C. Nien

Its: Assistant Superintendent, Business

Vibrant Minds Charter School

Date: September 12, 2024

By: Debra J. Schroeder

Print Name: Debra J. Schroeder, Ed.D.

Its: Founding/Executive 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:

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 Vibrant Minds Academy students when the DISTRICT has available extra school buses and licensed school bus drivers.

The field trips occur throughout the school year for our students in Grades TK-6. There are approximately 24 field trips, which equates to three field trips per grade level. We will contact AUHSD prior to each field trip to determine if there are busses available.

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, Debra J. Schroeder (Name of Individual), am the Founding/Executive Director (Title) of Vibrant Minds Charter School (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:

   All staff members undergo a background check.

   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 412 W. Carl Karcher Way, Anaheim, California on September 12, 2024.
Date

Debra J. Schroeder
Signature

Debra J. Schroeder, Ed.D.
Typed or Printed Name

Founding/Executive Director
Title

Vibrant Minds Charter School
Name of Contractor

412 W. Carl Karcher Way Anaheim, CA 92801
Address

714-563-2390
Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") Zion Lutheran Church ("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 September 1, 2024, through June 30, 2025.

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 **$125/Hr. (Weekdays)** and **$150/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. 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. Nancy Nien, CBO
Copy: Scott Sangren, Director of Transportation
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-3555
Email: Nien_N@auhsd.us

Contractor
Contractor: Zion Lutheran School
Attn: Cathy Carter, Operations Mgr.
Street Address: 222 N East St.
City State Zip: Anaheim, Ca. 92805
Phone: (714) 535-1169 Ext. 206
Email: ccarter@zionanaheim.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:_____

By: _____

Print Name: Nancy C. Nien

Its: Assistant Superintendent, Business

Zion Lutheran Church

Date: 9/16/2024

By: Cathy Carter

Print Name: Cathy L. Carter

Its: Operations Manager

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 hereln after set forth, shall provide school buses and licensed school bus drivers to the CONTRACTOR for the transportation of Zion Lutheran Church 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.

CERTIFICATION BY CONTRACTOR

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

I, Cathy Carter, am the Operations Manager of Zion Lutheran Church

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 9/16/2024.

Date

Signature

Cathy L. Carter

Typed or Printed Name

Operations Manager

Title

Zion Lutheran Church

Name of Contractor

222 N. East Street, Anaheim CA 92805

Address

714-535-1169 ext. 206

Telephone Number

Perseus Associates

Creative Solutions for Transportation

Technology Integration ◆ Transportation Audits
Vehicle Maintenance Software ◆ Student Routing and Mapping
Transportation Software & Consulting ◆ Inservice Training

PRESIDENT/PRINCIPAL CONSULTANT
Greg A. Marvel

MASTER SOFTWARE LICENSE AND HOSTING AGREEMENT FOR TRANSTRAKS SOFTWARE

THIS AGREEMENT is entered into as of the __1st__ day of __July_____, 2024, by and between Perseus Associates, LLC (hereafter "PERSEUS ASSOCIATES"), 125 Clover Hill Court, Danville, CA 94526, and Anaheim Union High School District (hereinafter "DISTRICT"), 501 Crescent Way, Anaheim, CA 92803.

Contact Information: The official contact information for purposes of this agreement is as follows:

For Perseus:
Greg Marvel, President/CEO
Perseus Associates/TransTraks
125 Clover Hill Court
Danville, CA 94526
Phone: 925-838-8514
Fax: 925-396-6046
Email: gmarvel@transtraks.com

For DISTRICT:
Scott Sangren, Transportation Director
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803
Phone: (714) 999-3507
Email: sangren_s@auhsd.us

WHEREAS, PERSEUS ASSOCIATES offers a hosted online transportation software data management system called TransTraks, and

WHEREAS, DISTRICT has requested use of the hosted online TransTraks system through an application server for use by DISTRICT over the Internet, all in accordance with the terms and conditions outlined below;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the Parties agree as follows:

1. **TERM OF AGREEMENT:** The term of this agreement shall run from _July 1, 2024_ through _June 30, 2025_, and after the initial expiration date will be automatically renewed annually for an additional twelve (12) months for up to three years under the same terms and conditions unless one or both parties to this Agreement notify the other that the contract will not be renewed by May 1st prior to the then expiration of the Agreement. Any changes to this Agreement during its term must be made by mutual consent and must be in writing and signed by each party's authorized representative.

2. **SUBSCRIPTION LICENSE GRANT:** Subject to the terms and conditions hereof, during the term hereof,

   2.1 **Licensing Use of TransTraks:** PERSEUS ASSOCIATES hereby grants to DISTRICT only to the extent of Authorized Users the non-exclusive right and license under the Proprietary Rights of PERSEUS ASSOCIATES and its licensors (if any) to:

      2.1.1 Access and use the TransTraks Hosted System on PERSEUS ASSOCIATES' Application Server only with a Remote Desktop Client through the Internet, and

      2.1.2 To transmit DISTRICT Data from the TransTraks Hosted System to DISTRICT only with a Remote Desktop Client through the Internet.

2.2 **Limitation of Use:** DISTRICT shall not have the right to relicense or sell rights to access or use the TransTraks Hosted System and/or content or to transfer or assign rights to access or use the TransTraks Hosted System. DISTRICT shall not have the right to use the TransTraks Hosted System to create, manage or track any third party content on behalf of third parties or use the TransTraks Hosted System in any other way that is in competition with PERSEUS ASSOCIATES. All rights not expressly granted to DISTRICT herein are expressly reserved by PERSEUS ASSOCIATES.

2.3 **No Reverse Engineering/Disassembly/Decompilation of Software:** DISTRICT agrees not to cause or permit the reverse engineering, disassembly or decompilation of the TransTraks Hosted System software.

2.4 **Perseus Associates Retains All Rights:** PERSEUS ASSOCIATES retains all title, copyright, Intellectual Property Rights and other proprietary rights in the TransTraks Hosted System software (including object code or source code form). DISTRICT does not acquire any rights, express or implied, in the TransTraks Hosted System software, other than those specified in the Agreement. DISTRICT agrees that it will not use the TransTraks Hosted System for sharing inappropriate materials, including without limitation materials containing viruses or other harmful code; unsolicited mail (spam); copyrighted materials to which DISTRICT does not have appropriate rights; materials prohibited by applicable international, federal, state, or local laws and regulations. DISTRICT agrees to fully comply with all federal, state, and local privacy laws in connection with use of the TransTraks Hosted System. In the event DISTRICT provides any suggestions, ideas, enhancement requests, or feedback to PERSEUS ASSOCIATES with respect to the Services outlined in this Agreement, DISTRICT agrees that PERSEUS ASSOCIATES may freely use, disclose, reproduce, license, distribute and otherwise commercialize the feedback in any PERSEUS ASSOCIATES product or service. This Agreement is not a sale and does not convey any rights of ownership in or related to the Services, the TransTraks technology or the Intellectual Property Rights owned by PERSEUS ASSOCIATES. The TransTraks name, the various TransTraks logos, and the product names associated with the Services outlined in this Agreement are trademarks of PERSEUS ASSOCIATES or third parties, and no right or license is granted to use them.

3. **RESTRICTION REGARDING USER/PASSWORD CODES FOR AUTHORIZED USERS:** DISTRICT shall not:

3.1 Transmit or share user identifications and/or password codes to persons other than the DISTRICT'S Authorized Users for whom such codes were generated;

3.2 Permit the user identifications and/or password codes from being cached in proxy servers and accessed by individuals who are not Authorized Users;

3.3 Permit access to PERSEUS ASSOCIATES' TransTraks Application Server through a single user identification and/or password code being made available to multiple users on a network;

3.4 Concurrently allow access to more than the number of Authorized Users agreed upon between the parties to this Agreement.

4. **VERIFICATION:** PERSEUS ASSOCIATES shall have the right to audit use of the TransTraks Hosted System by DISTRICT electronically at any time.

5. **SERVICES:** PERSEUS ASSOCIATES will provide DISTRICT with access for __15__ users to the TransTraks Hosted System and will provide for the storage and retrieval of DISTRICT Data in connection with use of the TransTraks Hosted System. DISTRICT is responsible for obtaining access to the Internet using software and hardware that meet PERSEUS ASSOCIATES minimum requirements including any security requirements.

5.1 **Access:** DISTRICT users may include DISTRICT employees, agents and authorized contractors and consultants. DISTRICT is responsible for the confidentiality and use of user account names and passwords. PERSEUS ASSOCIATES will deem any communication, data transfer, or use of the TransTraks Hosted System received under DISTRICT user account names and passwords to be for

DISTRICT'S benefit and use. DISTRICT agrees to notify PERSEUS ASSOCIATES if user account names or passwords are lost, stolen, or being used in an unauthorized manner. DISTRICT represents and warrants that it has the rights to all DISTRICT Data, including the right to upload DISTRICT Data to the TransTraks Host Server in connection with its authorized use of the TransTraks Hosted System. DISTRICT agrees that the DISTRICT Data and its use do not infringe the rights of any third party and agrees to indemnify and hold PERSEUS ASSOCIATES harmless from any third-party claims of infringement.

5.2 **Data Security:** PERSEUS ASSOCIATES agrees to back-up and maintain the security of DISTRICT Data using industry-standard back-up tools and data security protocols, and other methods reasonably deemed to be adequate for secure business data and to notify DISTRICT in the event of a breach of security involving DISTRICT Data.

5.3 **Ownership of Data and License:** DISTRICT shall retain ownership of all DISTRICT Data stored or retrieved in connection with use of the TransTraks Hosted System, which data shall be subject to the confidentiality provisions set forth below. DISTRICT agrees that back-up or archival of DISTRICT Data is not an infringement of any intellectual property rights of DISTRICT or any third party. DISTRICT agrees that it will not store data on the TransTraks Host Server that is subject to the rights of any third parties without first obtaining all required authorizations and rights in writing from such third parties.

5.4 **Maintenance of All Workstations and Connectivity:** DISTRICT is responsible for properly maintaining the functional operation of all workstation equipment including connectivity to the Internet.

5.5 **Verification of Connectivity Issues:** Prior to alleging any connectivity problems, the DISTRICT will verify that its users are able to reach major sites such as www.msn.com or www.yahoo.com.

5.6 **Remote Support Software Installation:** DISTRICT administrators must allow all remote access software required by PERSEUS ASSOCIATES to be installed on workstations that will be accessing the TransTraks Hosted Service. This will facilitate customer/technical support and training. PERSEUS ASSOCIATES warrants that its remote software meets business-level security standards. Currently, PERSEUS ASSOCIATES uses LogMeIn Rescue and WebEx as its primary remote access software packages. PERSEUS ASSOCIATES agrees to notify the DISTRICT if different remote access software is used in the future and to coordinate with DISTRICT on its implementation with TransTraks users.

5.7 **Firewall:** DISTRICT is responsible for configuration of its Internet firewall to allow all necessary ports to be used.

5.8 **Service Level Goals:** During the term of this agreement, PERSEUS ASSOCIATE will undertake commercially reasonable efforts to provide DISTRICT with consistent service that provides access to the TransTraks Hosted System on a 24 hour per day, seven days per week schedule, with a goal of 99.99% uptime, subject to the conditions noted below. PERSEUS ASSOCIATES shall monitor the TransTraks Hosted System and undertake commercially reasonable efforts to promptly restore all failures of service at no additional charge to DISTRICT, subject to the conditions noted below.

5.8.1 Exceptions: Circumstances beyond PERSEUS ASSOCIATES' reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers, failure of third party software; scheduled maintenance and emergency maintenance and upgrades; DNS issues outside the direct control of PERSEUS ASSOCIATES; DISTRICT'S acts or omissions (or acts or omissions of others engaged or authorized by DISTRICT) including, without limitation, custom scripting or coding, any negligence, willful misconduct, or use of the Services in breach

of this Agreement; outages elsewhere on the Internet that hinder access to your account.

5.9 **Scheduled Maintenance:** To guarantee optimal performance of the TransTraks Hosted Service, it is necessary for PERSEUS ASSOCIATES to perform routine maintenance on the servers. Such maintenance often requires taking servers off-line and is typically performed during off-peak hours. PERSEUS ASSOCIATES reserves the right to plan a scheduled outage with forty-eight (48) hours advance notice. PERSEUS ASSOCIATES will use commercial best efforts to schedule these outages at non-peak hours and limit their occurrence to strictly necessary upgrades and required maintenance. It is the responsibility of DISTRICT administrators to notify all TransTraks Hosted System users within their organizations of scheduled outages.

5.10 **Technical Support:** Payment in full of subscription license fees entitles DISTRICT to technical support in the form of responses to questions or reports of service problems from TransTraks Users by email or telephone. Technical support services will be available from PERSEUS ASSOCIATES Monday through Friday (except for major holidays), between the hours of 8:00 A.M. and 5:00 P.M. Pacific Standard Time (Normal Business Hours). PERSEUS ASSOCIATES will respond to requests for technical support services based on the technical support severity level as defined below.

5.10.1 Severity Level #1: Severity Level #1 is when DISTRICT is unable to access the TransTraks Hosted System or the TransTraks software is non-responsive. At this level, technical support response goals will be to provide immediate assistance, but in no event later than two hours from notification by the DISTRICT.

5.10.2 Severity Level #2: Severity Level #2 is when software response time is slowed but still functional. At this level, technical support response goals will be to provide immediate assistance, but in no event later than six hours from notification by the DISTRICT.

5.10.3 Severity Level #3: Severity Level #3 is when there is a general non-critical question about the software. At this level, technical support response goals will be to provide immediate assistance, but in no event later than two business days from notification by the DISTRICT.

5.10.4 Severity Level #4: Severity Level #4 is when the DISTRICT requests enhancements to the software. At this level, technical support response goals will be to initiate discussions with the DISTRICT within five business days from notification by the DISTRICT.

5.11 **Technical Support vs. Extended Training:** Technical Support does not include additional extended training on the software. If a TransTraks user has a question about a particular form, field or report, and that question can be handled in an expeditious manner, Technical Support staff will be able to respond and assist the user. However, if PERSEUS ASSOCIATES determines that the user question falls into the category of extended training and will require extensive assistance by PERSEUS ASSOCIATES Technical Support staff, PERSEUS ASSOCIATES agrees to contact DISTRICT administrators and get authorization prior to providing the extended training. If training hours originally purchased or included as part of the original implementation of the TransTraks Hosting System are still available, then the training time will be charged to this bank of hours. If the bank of training hours has been exhausted, and the DISTRICT determines that it wants PERSEUS ASSOCIATES to provide the extended training, then PERSEUS ASSOCIATES agrees to invoice DISTRICT for an additional bank of training hours and charge this requested extended training to this bank of purchased hours. PERSEUS ASSOCIATES and DISTRICT agree that the Technical Support or extended training provided may be either on-site or via remote access.

5.12 **Web Field Trips:** As part of the Hosted TransTraks service, PERSEUS ASSOCIATES agrees to provide the DISTRICT and its schools with access to the TransTraks Web Field Trip Service, an on-line website where schools can enter in their activity trips and have it synced with the DISTRICT'S Hosted TransTraks Service.

6. **CONFIDENTIALITY OF DISTRICT DATA:** All DISTRICT Data and/or information disclosed to PERSEUS ASSOCIATES in connection with the performance of this Agreement shall be held as confidential by PERSEUS ASSOCIATES and shall not, without the prior written consent of DISTRICT, be disclosed or be used for any purposes other than the performance of this Agreement. PERSEUS ASSOCIATES shall safeguard the confidentiality of such DISTRICT Confidential Information using the same standard of care which PERSEUS ASSOCIATES uses for its similar confidential materials, but in no event less than reasonable care. Notwithstanding the forgoing, DISTRICT Confidential Information shall not be deemed to include information which:

   6.1 Is now, or hereafter becomes, through no act or failure to act on the part of PERSEUS ASSOCIATES, known to the general public;

   6.2 Is the subject of a written permission to disclose provided by DISTRICT.

   6.3 Is required to be provided as the result of a legally binding request for information from a court or governmental body of competent jurisdiction. PERSEUS ASSOCIATES agrees to provide immediate notification to the DISTRICT prior to any disclosure of DISTRICT Confidential Information to the extent that the court or other governmental body gives PERSEUS ASSOCIATES any such opportunity.

   6.4 **Privacy:** PERSEUS ASSOCIATES will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), applicable state law including the California Student Online Personal Information Protection Act (SOPIPA), and applicable District policies regarding the protection and confidentiality of data including the following:

      6.4.1 Use the data shared under this agreement for no purpose other than the work stated and authorized under Section 99.31(a)(6) of Title 34 of the Code of Federal Regulations.

      6.4.2 Require all employees and agents of PERSEUS ASSOCIATES of any kind to comply with all applicable provisions of FERPA laws with respect to the data shared under this agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to data pursuant to this agreement.

      6.4.3 Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request.

      6.4.4 Not disclose any data obtained under this agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by this agreement.

7. **WARRANTY:** During the term of this Agreement, PERSEUS ASSOCIATES warrants that the TransTraks Hosted System shall be available for use by the DISTRICT under the conditions outlined in this Agreement. PERSEUS ASSOCIATES further warrants that the TransTraks Hosted System contains no viruses and that it shall be accessible through the Internet using the Terminal Services Remote Desktop Program (RDP) and the I.P. address provided by PERSEUS ASSOCIATES. PERSEUS ASSOCIATES also warrants that the third party software on the hosted system shall be regularly maintained, including installation of bug fixes and service packs. DISTRICT's sole and exclusive remedy and PERSEUS ASSOCIATES' sole and exclusive liability for breach of this warrant shall be the replacement of service for any time PERSEUS ASSOCIATES' application server and/or the TransTraks Hosted System do not conform to the warranty.

   7.1 **Warranty Disclaimers:** DISTRICT acknowledges that no representations other than those contained in this Agreement have been made respecting the TransTraks Hosted System or services to be provided under this Agreement, and that DISTRICT has not relied on any representation not expressly set out in this Agreement. Further, DISTRICT acknowledges and agrees that the Internet is not established, maintained or controlled by PERSEUS ASSOCIATES and

that PERSEUS ASSOCIATES is not liable for the discontinuance of operation of any portion of the Internet.

8. **FEES:** The following fees shall apply to this Agreement:

8.1 **Monthly Fee:** DISTRICT agrees to pay PERSEUS ASSOCIATES $1065 per month for access to the TransTraks Hosted System. PERSEUS ASSOCIATES will invoice DISTRICT annually and DISTRICT agrees to issue payment within 30 days of receipt of the annual invoice. Starting on July 1, 2025, at the start of each fiscal year covered by this contract (July 1), the fees noted in 8.1 and 8.2 shall be increased by a maximum of 5%.

8.2 **Annual Technical Support/Licensing Fee:** The normal annual technical support fee is $1,675 for each fiscal year and this fee shall be billed annually.

8.3 **Purchase of Additional User Licenses:** DISTRICT may elect to purchase additional licenses via Written Purchase Order or Email Purchase Order from time to time, and additional licenses shall be governed by the terms and conditions hereof. The monthly hosting fee will be increased by $60 for each additional user.

8.4 **Consulting/Training Fees:** The parties agree that the District may choose to use Perseus Associates for consulting and training activities. Perseus Associates agrees to charge $180 per hour for such mutually agreed upon services when purchased in packages of at least 10 hours. Ad hoc consulting hours will be charged at the rate of $190 per hour. Perseus Associates agrees to keep the District apprised of the hours charged for these services and will provide a monthly detailed invoice.

8.5 **Data Import:** Perseus Associates will also provide free data import of the District's students. Perseus Associates will work with the District's I.T. staff to populate the TransTraks Student Module from your District Student Information System, and then set up a utility that will allow periodic updates so that the two student databases are synchronized.

8.6 **Web Field Trip System:** Perseus Associates will also provide free access to its TransTraks Web Field Trip System so that the District's schools can submit field trips electronically into TransTraks. This free access shall continue until such time as this Agreement is no longer in force.

9. **LIMITATION OF DAMAGES:** PERSEUS ASSOCIATES' entire, cumulative liability for damages, claims for damages including costs of suit and attorney's fees in any such claim or claims arising out of this Agreement and/or licensing or use of the TransTraks Hosted System shall be limited to the corporate liability insurance policy for Perseus Associates and the District shall be listed as co-insured.

10. **RETURN OF CUSTOMER DATA:** If the contract is terminated between the parties, PERSEUS ASSOCIATES agrees to return all customer data in an electronic database format within ten (10) working days of the expiration of this Agreement.

11. **NOTICES:** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, or (b) sent to the respective party's contact business email address, or (c) sent by fax to the recipient's fax number set forth below its signature hereto, or (d) sent by U.S. Mail via certified mail, in each case properly posted and fully prepaid to the address set forth below the recipient's signature hereto. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, receipt by the party's business email system, upon confirmation of fax transmission or three business days after a notice is mailed via the U.S. Postal Service.

12. **BILLING:** PERSEUS ASSOCIATES agrees to bill the DISTRICT on an annual basis via a TransTraks invoice directed to the contact person indicated in this agreement.

13. **FORCE MAJEURE:** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or

failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions. A party's inability to meet its financial obligations shall not constitute a force majeure event.

14. **WAIVER:** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

15. **SEVERABILITY:** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

16. **BINDING AGREEMENT BETWEEN THE PARTIES:** This Agreement is binding to both parties under the laws of the State of California. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

PERSEUS ASSOCIATES

_____ **07/01/2024**
Greg A. Marvel Date
President/CEO
Perseus Associates, LLC

ANAHEIM UNION HIGH SCHOOL DISTRICT

_____ _____
Anaheim Union High School District Date
Nancy C. Nien
Assistant Superintendent, Business

CHANGE ORDER NO.

(Additive)

PROJECT: Bid #2024-18 Walker Junior High School Roofing

TO: Commercial Roofing Systems, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order 001 – Additional Scope $55,655.00

COST (This cost shall not be exceeded.):

Original contract price:	$ 783,914.00
Change Order amount:	$ 55,655.00
New contract price:	$ 839,569.00

TIME FOR COMPLETION:

Original completion date:	69 consecutive calendar days
Time for completion of Change Order:	03 no change
New completion date:	72 consecutive calendar days

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	DISTRICT
By: _____ Signature	By: _____ Signature
Glenn P. Hiller Print Name	Nancy C. Nien Print Name
President Title	Assistant Superintendent, Business Title
9.12.2024 Date	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: Walker JH Roofing
Project Number: 2024-18

P.O. #T64A0338
DSA #: n/a

Work Order

To: Commercial Roofing
11735 Goldring Road
Arcadia, CA 91006

Work Order # 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COP 1 – Added Scope at Walker JH – Canopy Roof per proposal 8-9-24 $55,655.00 ADD

Not Valid until signed by the Owner.
Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to $100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

☒ Lump Sum $55,655.00 ☐ Not to Exceed _____
☐ Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
☐ Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
☐ In accordance with contract unit prices

TIME:

☐ No Change ☒ Impact unknown at this time ☐ Impact to contract completion date is estimated at ____ days
☐ Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. _____ days____)
The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business		
AUHSD Patricia Neely		
Contractor		9/12/24
~~Architect~~ Consultant		9/4/2024
Project Manager		9/4/24
IOR		

Wednesday, September 04, 2024

CHANGE ORDER NO. 1

(Additive)

PROJECT: Bid #2024-19 Brookhurst Junior High School Re-Roofing Covered Walkways

TO: Letner Roofing Company

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order 1_ADD $17,933.00

Work Order 2_ADD $10,756.00

COST (This cost shall not be exceeded.):

Original contract price:	$ 431,100
Change Order amount:	$ 28,689
New contract price:	$ 459,789

TIME FOR COMPLETION:

Original completion date:	69 consecutive calendar days
Time for completion of Change Order:	2 days
New completion date:	71 consecutive calendar days

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	DISTRICT
By: _____ Signature	By: _____ Signature
German Gonzalez Print Name	Nancy C. Nien Print Name
A.V.P. Title	Assistant Superintendent, Business Title
9-13-2024 Date	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: Brookhurst JHS Re-Roofing of Covered Walkways **P.O. #T64A0339**
Project Number: 2024-19 **DSA #: n/a**

Work Order

To: Letner Roofing Company
1490 N. Glassell St
Orange, CA 92867

Work Order # 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

- *COP 1* Additional move in's. credit two canopy areas not roofed -$3,000 DEDUCT
- *COP 2* Added lineal footage of lumber to include removal & installation $20,933 ADD

Not Valid until signed by the Owner.
Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to $100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

☒ Lump Sum $17,933.00 ☐ 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		7-22-24
AUHSD Patricia Neely		7/26/24
Contractor - Stuart Hein		7/24/24
~~Architect~~ Steve Tolsma		7/24/2024
Project Manager		7/24/24
IOR		7/24/24

Tuesday, July 23, 2024

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: Brookhurst JHS Re-Roofing of Covered Walkways
Project Number: 2024-19

P.O. #T64A0339
DSA #: n/a

Work Order

To: Letner Roofing Company
1490 N. Glassell St
Orange, CA 92867

Work Order # 002

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 3 Gymnasium Roof Restoration after Fascia Removal $10,756.00 ADD*

Not Valid until signed by the Owner.
Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to $100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

☒ Lump Sum $10,756.00 ☐ 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 2 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		9-11-24
AUHSD Patricia Neely		9/10/24
Contractor		8-22-24
~~Architect~~ Consultant		8-20-24
Project Manager		9/5/24
IOR		

Tuesday, August 20, 2024

CHANGE ORDER NO.1

(Deductive)

PROJECT: Bid #2024-21 Districtwide Asphalt Paving

TO: Mission Paving and Sealing, Inc.

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: _

- Work Order 001 – ADDED SCOPE $18,365.38
- Work Order 002 – DEDUCT ($35,512.50)

COST (This cost shall be deleted.):

Original contract price:	$264,900.00
Change Order amount:	($17,147.12)
New contract price:	$247,752.88

TIME FOR COMPLETION:

Original completion date:	69 Consecutive Calendar Days
Time for completion of Change Order:	3 days
New completion date:	72 Consecutive Calendar Days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR	DISTRICT
By: _____ Signature	By: _____ Signature
Tom Conant Print Name	Nancy C. Nien Print Name
Project Manager Title	Assistant Superintendent, Business Title
9-3-24 Date	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
Project Number: 2024-21

P.O. #T64A0341
DSA #: n/a

Work Order

To: *Mission Paving and Sealing, Inc.*
12747 Schabarum Ave
Irwindale, CA 91706

Work Order # 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

- *COP 1 Super Ten Petromat Dump 20 Loads* *$10,100.00 ADD*
- *COP 2 Additional Paving at Walker JH* *$8,265.38 ADD*

Not Valid until signed by the Owner.
Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to $100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

☒ Lump Sum $18,365.38 ☐ 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		8-30-24
AUHSD Patricia Neely		8/29/24
Contractor		8/27/24
Architect		
Project Manager AUDREY GUERRERO		8/29/2024
IOR		

Wednesday, August 21, 2024

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 **P.O. #T64A0341**
Project Number: 2024-21 **DSA #: n/a**

Work Order

To: *Mission Paving and Sealing, Inc.*
12747 Schabarum Ave
Irwindale, CA 91706

Work Order # 002

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 3 Additional work at Dale JH – Crack, Seal & Stripe* *$17,550.00* *ADD*
- *Scope Deleted SOV line item 2.03 Western HS Striping* *<$3,062.50>* *DELETE*
- *Credit back Contract Allowance SOV line item 4.01* *<$50,000.00>* *DELETE*

Not Valid until signed by the Owner.
Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to $100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

☒ Lump Sum <$35,512.50> ☐ 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 3 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		8/13/24
AUHSD Patricia Neely		8/29/24
Contractor		8/27/24
Architect		
Project Manager ALBERT GUERRERO		8/27/2024
IOR		

CHANGE ORDER NO. 1

(Additive)

PROJECT: Bid #2024-23 Brookhurst Junior High School Exterior Painting

TO: Case & Sons Construction

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order 1_ADD $15,000

Work Order 2_ADD $14,000

COST (This cost shall not be exceeded.):

Original contract price:	$ 293,700
Change Order amount:	$ 29,000
New contract price:	$ 322,700,

TIME FOR COMPLETION:

Original completion date:	69 consecutive calendar days
Time for completion of Change Order:	5 consecutive calendar days
New completion date:	74 consecutive calendar days

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	DISTRICT
By: _____ Signature	By: _____ Signature
MIKE CASE Print Name	Nancy C. Nien Print Name
VICE PRESIDENT Title	Assistant Superintendent, Business Title
9-6-2024 Date	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: Brookhurst Exterior Painting
Project Number: 2024-23

P.O. #T64A0342
DSA #: n/a

Work Order

To: Case & Sons Construction
1310 N. Miller St
Anaheim, CA 92806

Work Order # 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

- *COP 1 Additional paint / plaster coverage* — *$13,500 ADD*
- *COP 2 Room 10 paint ceilings, walls, offices & storage room* — *$9,000. ADD*
- *COP 3 Wood Replacement Facia boards and portables siding* — *$2,500. ADD*
- *Charge back Contract Allowance Summary of Work Sec 1.12* — *-$10,000 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, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

☒ Lump Sum $15,000. ☐ 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		7-30-24
AUHSD Patricia Neely		7/29/24
Contractor	Mike Case	7-30-2024
Architect	—	—
Project Manager		7/29/24
IOR		7/29/24

Monday, July 29, 2024

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: Brookhurst Exterior Painting
Project Number: 2024-23

P.O. #T64A0342
DSA #: n/a

Work Order

To: Case & Sons Construction
1310 N. Miller St
Anaheim, CA 92806

Work Order # 002

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 4 Additional Fascia Repairs* *$14,000 ADD*

Not Valid until signed by the Owner.
Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to $100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

☒ Lump Sum $14,000. ☐ 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 5 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		8-13-24
AUHSD Patricia Neely		8/12/24
Contractor	Mike Case	8-9-2024
Architect		
Project Manager		8/7/24
IOR		8/7/24

CHANGE ORDER NO.1

(Deductive)

PROJECT: Bid #2024-28 Western High School Classroom Painting

TO: GDL Best Contractors, Inc.

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: _

- Work Order 1 – DEDUCT ($30,708.00)

COST (This cost shall be deleted.):

Original contract price:	$114,000.00
Change Order amount:	($30,708.00)
New contract price:	$83,292.00

TIME FOR COMPLETION:

Original completion date:	30 Consecutive Calendar Days
Time for completion of Change Order:	0 days
New completion date:	30 Consecutive Calendar Days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR	DISTRICT
By: _____ Signature	By: _____ Signature
Juan Peraton Print Name	Nancy C. Nien Print Name
Office Manager Title	Assistant Superintendent, Business Title
8/19/2024 Date	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: Western HS Classroom Painting
Project Number: 2024-28

P.O. # T64A0351
DSA #: n/a

Work Order

To: *GDL Best Contractors, Inc.*
7611 Greenleaf Ave.
Whittier, CA 90602

Work Order #_001_____

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COP 1 - Additional work in Classrooms 70A & 58	$9,292.00	ADD
SOW Section 1.13 Contract Allowance	($40,000.)	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, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

- ☒ Lump Sum <$30,708.00> ☐ 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		8-19-24
AUHSD Patricia Neely		8/19/24
Contractor		8/16/24
Architect		
Project Manager		8/16/24
IOR	N/A	

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	**Description**
2	Chromebook Laptop
14	Computer Desktop
62	Computer Hard Drives
15	Computer Laptop
10	Computer Monitor
5	Container, Storage
3	Drill Press
1	Machine, Carpet Extractor
1	Milk Cooler
3	Point Of Sale System
10	Printer
2	Radio
1	Refrigerator
1	Shaper
3	Stream Laptop
1	Table Saw
2	Wood Lathe
1	Wood Planer

Declaring Certain Vehicles as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction				
Quantity	**Vehicle №**	**Year**	**Make/Model**	**Vehicle Vin.**
1	Pickup Truck #213	1982	FORD F-250	1FTHF25E4CRA08295

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

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Foreign Language					
Abriendo Paso	19	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 1	9	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 2	14	Outdated	Fair	Obsolete	No To Be Sold
Entre Mundos	135	Outdated	Fair	Obsolete	No To Be Sold
Momentos Cumbres	21	Outdated	Fair	Obsolete	No To Be Sold
Nuevas Vistas	61	Outdated	Fair	Obsolete	No To Be Sold
Nuevas Vistas 1	37	Outdated	Fair	Obsolete	No To Be Sold
Nuevas Vistas 2	27	Outdated	Fair	Obsolete	No To Be Sold
Reflexiones	20	Outdated	Fair	Obsolete	No To Be Sold
TU Mundo	41	Outdated	Fair	Obsolete	No To Be Sold

DONATIONS

October 17, 2024

Location	Donated By	Item
Kennedy High School	Frontstream	$500, General Donation
	Sempra Foundation	$500, General Donation
Magnolia High School	Vietnam Veterans of America Inc.	$800, JRTOC Department
	Maria T Solis Martinez	$200, JROTC Department
	Hector Huffington	Rackets, Balls, Strings, Casesshoes, and clothing, Tennis Department

EXHIBIT LLL

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/17/2024 **FROM 08/29/2024 TO 10/06/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64S0091	**123 OFFICE SOLUTION INC.**	**26,021.63**	26,021.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64T0164	**360DTII LLC**	**43,356.71**	43,356.71	0108750410 4410	IT/TECHNOLOGY/INSTR / EQUIPMENT - NON-
U64T0208	**360DTII LLC**	**1,043.02**	1,043.02	0142000010 4310	OXFORD/INSTR / INSTRUCTIONAL MATL & SUPPLIE
U64R0529	**A 1 FENCE COMPANY**	**5,489.00**	5,489.00	0128232085 6126	CY/FENCE/MO / SITE IMPR FENCE/BKSTOP/ETC
U64R0549	**A 1 FENCE COMPANY**	**7,207.00**	7,207.00	0128232085 6126	CY/FENCE/MO / SITE IMPR FENCE/BKSTOP/ETC
U64R0601	**A 1 FENCE COMPANY**	**19,561.00**	19,561.00	0124232081 6490	LOARA/FENCE/MO / EQUIPMENT - OTHER
U64R0498	**A U H S D FOOD SERVICE DEPT**	**1,865.76**	1,865.76	0100000037 5880	GENERAL FUND/FOOD SERVICE / OTHER OPERATIN
U64R0469	**AARDVARK CLAY AND SUPPLIES INC**	**839.32**	839.32	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
U64R0511	**AARDVARK CLAY AND SUPPLIES INC**	**486.53**	486.53	0125439015 4310	KA/PROP 28:ARTS AND MUSIC/VAPA /
U64X0433	**ACQUIRE TO THRIVE LLC**	**3,000.00**	3,000.00	0127751681 5560	KE/ATHLETICS/M & O / LAUNDRY
U64R0750	**ACTIVATE LEARNING**	**824.50**	824.50	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0752	**ACTIVATE LEARNING**	**28,971.02**	28,971.02	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0753	**ACTIVATE LEARNING**	**12,280.54**	12,280.54	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0754	**ACTIVATE LEARNING**	**13,912.60**	13,912.60	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0756	**ACTIVATE LEARNING**	**6,724.81**	6,724.81	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0757	**ACTIVATE LEARNING**	**9,271.18**	9,271.18	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0763	**ACTIVATE LEARNING**	**4,641.41**	4,641.41	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0766	**ACTIVATE LEARNING**	**8,113.74**	8,113.74	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0767	**ACTIVATE LEARNING**	**7,882.26**	7,882.26	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0698	**ADORAMA**	**270.37**	270.37	0140018510 4310	SOUTH/CTE MULTIMEDIA/INSTR / INSTRUCTIONAL
U64R0664	**AIR-EX AIR CONDITIONING INC**	**4,165.00**	4,165.00	0127235081 5610	KE/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
U64S0090	**AIRSUPPLY TOOLS INC.**	**1,433.68**	1,433.68	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64S0094	**AIRSUPPLY TOOLS INC.**	**127.43**	127.43	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/17/2024 **FROM 08/29/2024 TO 10/06/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64A0167	**ALEX PERALTA & MARIA HERNANDEZ**	**69,500.00**	69,500.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
U64R0717	**ALL AMERICAN TROPHY ENGRAVING**	**377.13**	377.13	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
U64R0531	**ALLIED STORAGE CONTAINERS INC**	**44,658.17**	44,658.17	0128801340 6490	ASB/ATHLETICS - GENERAL / EQUIPMENT - OTHER
U64R0451	**AMAZON CAPITAL SERVICE**	**129.89**	29.08	0185439015 4310	ARTS ED/PROP 28/VAPA / INSTRUCTIONAL MATL &
			100.81	0185439015 4320	ARTS ED/PROP 28/VAPA / OTHER OFFICE/MISC
U64R0481	**AMAZON CAPITAL SERVICE**	**255.84**	255.84	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
U64R0486	**AMAZON CAPITAL SERVICE**	**384.02**	384.02	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
U64R0487	**AMAZON CAPITAL SERVICE**	**337.85**	337.85	0160750110 4310	SCHL MNTL HLTH/S&C (GOAL 1.1a) / INSTRUCTIONA
U64R0515	**AMAZON CAPITAL SERVICE**	**146.11**	146.11	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
U64R0526	**AMAZON CAPITAL SERVICE**	**106.02**	106.02	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
U64R0540	**AMAZON CAPITAL SERVICE**	**5,119.91**	5,119.91	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
U64R0547	**AMAZON CAPITAL SERVICE**	**86.44**	86.44	0124028034 4320	LOARA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
U64R0559	**AMAZON CAPITAL SERVICE**	**324.26**	138.97	0121970081 4347	WE/COMM SVC/MO / OPERATIONS SUPPLIES - MISC
			185.29	0124970081 4347	LOARA/COMM SVC/ANCIL / OPERATIONS SUPPLIES
U64R0562	**AMAZON CAPITAL SERVICE**	**479.41**	479.41	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
U64R0563	**AMAZON CAPITAL SERVICE**	**204.55**	204.55	0121381010 4310	WE/ECIA TITLE I/INSTRUCTI / INSTRUCTIONAL MAT
U64R0566	**AMAZON CAPITAL SERVICE**	**259.38**	259.38	0120000033 4320	ANAHEIM/ATTN / OTHER OFFICE/MISC SUPPLIES
U64R0571	**AMAZON CAPITAL SERVICE**	**743.79**	743.79	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
U64R0594	**AMAZON CAPITAL SERVICE**	**736.15**	736.15	0128543010 4310	CYP/ED INNV & RES/INSTR / INSTRUCTIONAL MATL
U64R0610	**AMAZON CAPITAL SERVICE**	**769.29**	69.99	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
			699.30	0127017010 4410	KE/INDUS TECH/INSTR / EQUIPMENT - NON-
U64R0621	**AMAZON CAPITAL SERVICE**	**452.79**	452.79	0137439015 4310	SY/PROP 28:ARTS AND MUSIC/VAPA /
U64R0639	**AMAZON CAPITAL SERVICE**	**105.58**	105.58	0124252011 4310	LO/MILD MODERATE/SE SEP CL/NSE /

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/17/2024 **FROM 08/29/2024 TO 10/06/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64R0644	**AMAZON CAPITAL SERVICE**	**143.63**	143.63	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTION/
U64R0647	**AMAZON CAPITAL SERVICE**	**255.79**	255.79	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
U64R0650	**AMAZON CAPITAL SERVICE**	**86.09**	86.09	0125000927 4320	KA/LCFF-CONCENTRATION/SCH ADM / OTHER
U64R0666	**AMAZON CAPITAL SERVICE**	**99.96**	99.96	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
U64R0745	**AMAZON CAPITAL SERVICE**	**107.35**	107.35	0117752121 4320	ED/S & C/ INSTR SUP & ADMIN / OTHER OFFICE/MIS
U64T0201	**AMAZON CAPITAL SERVICE**	**117.45**	117.45	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
U64R0665	**AMERICAN CASUAL**	**3,840.33**	3,840.33	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
U64R0734	**AMERICAN CASUAL**	**2,138.84**	2,138.84	0120336010 4310	ANAHEIM/ROTC/INSTR / INSTRUCTIONAL MATL &
U64R0730	**AMERICAN HARLEQUIN CORPORATION**	**71,353.69**	35,584.98	0121000915 6490	WE/LCFF-CONCENTRATION/VAPA / EQUIPMENT -
			35,768.71	0121439015 6490	WE/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64R0772	**AMERICAN VETERAN LIGHTING INC**	**23,912.42**	23,912.42	0135231081 4355	DALE/ELECTRIC/MO / MAINTENANCE SUPPLIES
U64R0755	**ANAHEIM CONVENTION CENTER**	**1,896.00**	1,896.00	0117752110 5880	IS/COLLEGE FAIR/INSR / OTHER OPERATING
U64R0689	**ANAHEIM RESTAURANT SUPPLIES**	**1,184.17**	1,184.17	0148000081 4410	HANDEL/MO / EQUIPMENT - NON-CAPITALIZED
U64R0658	**ANDYMARK**	**555.25**	555.25	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
U64R0742	**ANTHEM SPORTS LLC**	**1,981.16**	1,981.16	0124385010 4310	LO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
U64A0122	**AP CONSTRUCTION GROUP INC**	**294,381.00**	294,381.00	0109437237 5610	FOOD SERVICE INFRA/TRAINING / REPAIRS/MAINT
U64A0156	**AP CONSTRUCTION GROUP INC**	**7,758,307.00**	4,250,000.00	0156392885 6269	ESSER III (ARP ACT) / CONSTRUCTION-HVAC
			3,508,307.00	4021720085 6269	WESTERN GENERAL/FAC / CONSTRUCTION-HVAC
U64C0018	**AP CONSTRUCTION GROUP INC**	**20,650.55**	20,650.55	1431705185 6490	BR/DM HVAC/M & O / EQUIPMENT - OTHER
U64T0156	**APPLE INC**	**7,447.91**	7,447.91	0108750410 4410	IT/TECHNOLOGY/INSTR / EQUIPMENT - NON-
U64T0183	**APPLE INC**	**354.50**	354.50	0140018510 4310	SOUTH/CTE MULTIMEDIA/INSTR / INSTRUCTIONAL
U64T0205	**APPLE INC**	**758.59**	758.59	0123000910 4410	SA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
U64T0212	**APPLE INC**	**9,954.69**	9,954.69	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/17/2024 **FROM 08/29/2024 TO 10/06/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64R0758	**ARAMARK SPORTS AND ENTERTAINME**	**1,042.16**	1,042.16	0117752110 5881	IS/COLLEGE FAIR/INSR / MEETING/WORKSHOP
U64T0186	**AREY JONES EDUCATIONAL SOLUTIO**	**1,034.55**	1,034.55	0134000927 4410	WA/LCFF-CONCENTRATION/SCH ADM / EQUIPMENT
U64T0220	**AREY JONES EDUCATIONAL SOLUTIO**	**7,251.67**	7,251.67	0140393010 4410	VEA IIA/SOUTH/FIXED ASSETS / EQUIPMENT - NON-
U64R0593	**ASSOCIATED BUSINESS PRODUCTS**	**121.09**	121.09	0125140027 5610	KA/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
U64R0510	**AT AND T**	**16,562.96**	16,562.96	4021720085 6274	WESTERN GENERAL/FAC / CONSTRUCTION - OTHER
U64R0728	**ATKINSON ANDELSON LOYA RUUD**	**777.00**	777.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
U64T0182	**AUDIO DYNAMIX INC**	**3,301.46**	613.10	0124025040 4310	LOARA/ASB/ANCIL / INSTRUCTIONAL MATL &
			2,688.36	0124025040 4410	LOARA/ASB/ANCIL / EQUIPMENT - NON-CAPITALIZI
U64R0541	**AUTOMATED GATE SERVICES INC**	**5,605.00**	1,145.00	0121236081 5610	WESTERN/LOCKS / REPAIRS/MAINT - O/S SERVICES
			4,460.00	0131236081 5610	BR/LOCKS/MO / REPAIRS/MAINT - O/S SERVICES
U64R0609	**AVID CENTER**	**1,350.00**	1,350.00	0123381010 5210	SA/TITLE I/INSTR / TRAVEL AND CONFERENCE
U64R0407	**AWARDS BY PAUL**	**604.47**	604.47	0152750910 4310	RE/FILM ACADEMY/INSTR / INSTRUCTIONAL MATL
U64X0432	**AWARDS BY PAUL**	**750.00**	750.00	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
U64T0207	**B AND H PHOTO VIDEO INC**	**642.20**	642.20	0127025040 4310	KE/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
U64T0210	**B AND H PHOTO VIDEO INC**	**382.60**	382.60	0128023010 4310	CY/JOURNAL/INSTR / INSTRUCTIONAL MATL &
U64T0217	**B AND H PHOTO VIDEO INC**	**3,890.05**	3,890.05	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64R0687	**B AND M LAWN AND GARDEN INC**	**961.27**	9.48	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			771.79	0111222081 4410	OPERATIONS - GROUNDS / EQUIPMENT - NON-
			180.00	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
U64R0448	**BACH COMPANY, THE**	**5,094.22**	5,094.22	0117751110 4310	IS/DUAL ENROLLMENT/INSTR / INSTRUCTIONAL
U64R0506	**BACH COMPANY, THE**	**6,053.40**	6,053.40	0120381010 4310	ANAHEIM/ECIA1/INSTR / INSTRUCTIONAL MATL &
U64R0597	**BAND SHOPPE**	**1,504.90**	1,504.90	0124439015 4310	LO/PROP 28:ARTS AND MUSIC/VAPA /
U64R0523	**BAND TODAY LLC**	**3,173.78**	2,952.89	0123439015 4310	SA/PROP 28:ARTS AND MUSIC/VAPA /
			220.89	0123439015 5880	SA/PROP 28:ARTS AND MUSIC/VAPA / OTHER

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U64R0539	**BAND TODAY LLC**	**6,883.00**	5,701.00	0123439015 4310	SA/PROP 28:ARTS AND MUSIC/VAPA /
			1,182.00	0123439015 4410	SA/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64R0744	**BAND TODAY LLC**	**892.00**	892.00	0122439015 4310	MA/PROP 28:ARTS AND MUSIC/VAPA /
U64R0572	**BARNES AND NOBLE**	**692.18**	692.18	0123439015 4310	SA/PROP 28:ARTS AND MUSIC/VAPA /
U64R0608	**BARNES AND NOBLE**	**813.62**	813.62	0117468010 4110	IS/LOTTERY/INSTR / APPROVED TEXTS/CORE CURR
U64R0634	**BARNES AND NOBLE**	**526.74**	526.74	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
U64R0702	**BARNES AND NOBLE**	**3,845.06**	3,845.06	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
U64R0703	**BARNES AND NOBLE**	**2,613.48**	2,613.48	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
U64R0785	**BARNES AND NOBLE**	**548.88**	548.88	0124000910 4210	LO/LCFF-CONCENTRATION/INSTR / BOOKS AND
U64A0132	**BEACON DAY SCHOOL**	**181,561.00**	181,561.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0133	**BEACON DAY SCHOOL**	**182,991.00**	182,991.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0137	**BEACON DAY SCHOOL**	**203,306.00**	203,306.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0138	**BEACON DAY SCHOOL**	**186,516.16**	186,516.16	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0139	**BEACON DAY SCHOOL**	**196,488.20**	196,488.20	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0140	**BEACON DAY SCHOOL**	**229,259.90**	229,259.90	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0141	**BEACON DAY SCHOOL**	**88,030.00**	88,030.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0142	**BEACON DAY SCHOOL**	**190,671.40**	190,671.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64R0633	**BEACON DAY SCHOOL**	**217,977.70**	217,977.70	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64R0474	**BERTRAND'S MUSIC**	**48,769.42**	15,980.08	0185439015 4310	ARTS ED/PROP 28/VAPA / INSTRUCTIONAL MATL &
			32,789.34	0185439015 4410	ARTS ED/PROP 28/VAPA / EQUIPMENT - NON-
U64R0579	**BERTRAND'S MUSIC**	**2,897.96**	2,897.96	0128439015 4310	CY/PROP 28:ARTS AND MUSIC/VAPA /
U64R0712	**BERTRAND'S MUSIC**	**5,952.46**	4,668.77	0135439015 4310	DA/PROP 28:ARTS AND MUSIC/VAPA /
			1,283.69	0135439015 4410	DA/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -

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U64R0714	**BERTRAND'S MUSIC**	**8,563.55**	8,563.55	0135439015 4410	DA/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64R0715	**BERTRAND'S MUSIC**	**8,195.38**	2,695.73	0127439015 4410	KE/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
			5,499.65	0127439015 6490	KE/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64T0215	**BEST BUY FOR BUSINESS**	**565.66**	565.66	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
U64T0216	**BEST BUY FOR BUSINESS**	**179.37**	179.37	0168257511 4310	EMOTIONAL DISTRB/SE SEP CL/SEV /
U64R0536	**BEST PRICE APPLIANCE CORPORATI**	**69.00**	69.00	0123000081 5610	SA/MO / REPAIRS/MAINT - O/S SERVICES
U64A0116	**BIG BROTHERS BIG SISTERS OF OR**	**18,000.00**	18,000.00	0102087110 5805	SUPERINTENDENT/AIME/INSTR / INSTRUCTIONAL
U64T0154	**BIOMETRICS4ALL INC**	**972.28**	275.00	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
			697.28	0104104072 4410	CERT HR/GENL ADM / EQUIPMENT - NON-
U64R0642	**BITS AND BITS COMPANY INC**	**526.54**	526.54	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
U64R0416	**BLICK ART MATERIALS LLC**	**1,181.99**	1,181.99	0127439015 4310	KE/PROP 28:ARTS AND MUSIC/VAPA /
U64R0508	**BLICK ART MATERIALS LLC**	**2,781.32**	771.01	0137439015 4310	SY/PROP 28:ARTS AND MUSIC/VAPA /
			2,010.31	0137439015 4410	SY/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64R0512	**BLICK ART MATERIALS LLC**	**1,702.49**	1,702.49	0144439015 4310	LE/PROP 28:ARTS AND MUSIC/VAPA /
U64R0567	**BLICK ART MATERIALS LLC**	**512.83**	512.83	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64R0605	**BLICK ART MATERIALS LLC**	**2,561.59**	2,561.59	0131439015 4310	BR/PROP 28:ARTS AND MUSIC/VAPA /
U64R0618	**BLICK ART MATERIALS LLC**	**7,413.71**	6,437.23	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
			976.48	0120439015 4410	AN/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64R0710	**BLICK ART MATERIALS LLC**	**1,715.08**	1,715.08	0128073015 4310	CY/ART HISTORY/VAPA / INSTRUCTIONAL MATL &
U64R0749	**BLICK ART MATERIALS LLC**	**985.73**	985.73	0125439015 4310	KA/PROP 28:ARTS AND MUSIC/VAPA /
U64S0095	**BLICK ART MATERIALS LLC**	**370.83**	370.83	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64X0430	**BLICK ART MATERIALS LLC**	**2,000.00**	2,000.00	0121439015 4310	WE/PROP 28:ARTS AND MUSIC/VAPA /
U64R0527	**BLINK NETWORK LLC**	**3,377.40**	3,377.40	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
U64R0729	**BLINK NETWORK LLC**	**2,400.00**	2,400.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN

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U64T0162	**BLUUM USA INC.**	**21,400.50**	21,400.50	0108750477 4410	IT/TECHNOLOGY/DATA PROCESSING / EQUIPMENT
U64T0231	**BLUUM USA INC.**	**4,559.66**	4,559.66	0132000910 4410	OR/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
U64R0788	**BOOK SYSTEMS INC**	**123.44**	123.44	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL & SUPPLI
U64R0468	**BREA ORANGE COUNTY PLUMBING HE**	**74,920.00**	74,920.00	0128239085 6216	CY/PLUMBING/ACQ CONST / BUILDING
U64R0535	**BREA ORANGE COUNTY PLUMBING HE**	**8,840.00**	8,840.00	0128239081 5610	CY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
U64R0663	**BRIDGEPORT GOLF CARS**	**992.28**	568.28	0120000081 4347	ANAHEIM/MO / OPERATIONS SUPPLIES - MISC
			424.00	0120000081 5610	ANAHEIM/MO / REPAIRS/MAINT - O/S SERVICES
U64R0504	**BRIGHT MORNING CONSULTING INC**	**4,780.00**	4,780.00	0168381010 5210	GI/TITLE I/INSTR / TRAVEL AND CONFERENCE
U64R0552	**BSN SPORTS**	**6,773.62**	6,773.62	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL &
U64R0545	**BSN SPORTS LLC**	**6,362.38**	3,181.19	0140140027 6490	SOUTH/SCH ADM/SCH ADM / EQUIPMENT - OTHER
			3,181.19	0140751640 6490	SO/ATHLETICS/ANCIL / EQUIPMENT - OTHER
U64R0452	**BUDDY'S ALL STARS INC**	**4,221.77**	4,221.77	0144054040 4310	LEX/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
U64R0602	**BUDDY'S ALL STARS INC**	**585.47**	585.47	0144054040 4310	LEX/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
U64R0747	**BUDDY'S ALL STARS INC**	**2,004.06**	2,004.06	0142750640 4310	OX/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL
U64R0790	**BULK BOOKSTORE**	**1,758.59**	1,758.59	0127000910 4210	KE/LCFF-CONCENTRATION/INSTR / BOOKS AND
U64X0435	**BURNETT ENGRAVING**	**2,000.00**	2,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
U64R0514	**C AND L CUSTOM JACKETS**	**2,271.37**	2,271.37	0142028040 4410	OX/ATHLET/ANCILLARY / EQUIPMENT - NON-
U64R0472	**CADA CENTRAL**	**525.00**	525.00	0127025040 5210	KE/ANCIL / TRAVEL AND CONFERENCE
U64R0473	**CADA CENTRAL**	**625.00**	625.00	0127025040 5210	KE/ANCIL / TRAVEL AND CONFERENCE
U64R0509	**CADA CENTRAL**	**525.00**	525.00	0142025040 5210	OXFORD/ANCIL / TRAVEL AND CONFERENCE
U64R0454	**CALIFORNIA CANOPY**	**1,019.30**	1,019.30	0175000010 4310	CVA/INDEPENDENT STUDY/INSTR / INSTRUCTIONA
U64R0596	**CALIFORNIA CANOPY**	**668.09**	668.09	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64R0576	**CALIFORNIA EDUCATIONAL THEATRE**	**494.37**	494.37	0127439015 5210	KE/PROP 28:ARTS AND MUSIC/VAPA / TRAVEL AND

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U64R0699	**CALIFORNIA FOUNDATION FOR AGRI**	**1,155.00**	381.15	0161381010 5210	PO/TITLE I/INSTR / TRAVEL AND CONFERENCE
			773.85	0168381010 5210	GI/TITLE I/INSTR / TRAVEL AND CONFERENCE
U64X0429	**CALIFORNIA YELLOW CAB**	**20,000.00**	20,000.00	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
U64A0121	**CARE YOUTH CORPORATION**	**2,225.00**	1,730.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			495.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64R0731	**CART MAN INC, THE**	**372.08**	372.08	0123000081 5610	SA/MO / REPAIRS/MAINT - O/S SERVICES
U64X0423	**CART MAN INC, THE**	**1,000.00**	1,000.00	0122000081 5610	MA/MO / REPAIRS/MAINT - O/S SERVICES
U64R0455	**CASE AND SONS CONSTRUCTION INC**	**14,950.00**	14,950.00	0131230085 6216	BR/GENERAL/MO / BUILDING IMPROVEMENTS
U64R0709	**CASE AND SONS CONSTRUCTION INC**	**20,700.00**	20,700.00	1447700185 6216	HOPE/GENL DM/ / BUILDING IMPROVEMENTS
U64T0157	**CDW GOVERNMENT INC.**	**12,022.59**	12,022.59	0108750410 4410	IT/TECHNOLOGY/INSTR / EQUIPMENT - NON-
U64T0192	**CDW GOVERNMENT INC.**	**7,978.70**	7,978.70	0108750410 4410	IT/TECHNOLOGY/INSTR / EQUIPMENT - NON-
U64T0197	**CDW GOVERNMENT INC.**	**12,702.50**	12,702.50	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
U64R0445	**CENGAGE LEARNING**	**40,352.00**	40,352.00	0117468010 4110	IS/LOTTERY/INSTR / APPROVED TEXTS/CORE CURR
U64R0518	**CENGAGE LEARNING**	**585.75**	585.75	0117468010 4110	IS/LOTTERY/INSTR / APPROVED TEXTS/CORE CURR
U64R0580	**CENGAGE LEARNING**	**1,795.65**	1,795.65	0122381010 4210	MA/ECIA1/INSTR / BOOKS AND REFERENCE
U64R0482	**CI SOLUTIONS**	**2,120.13**	2,120.13	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
U64T0176	**CI SOLUTIONS**	**1,590.00**	1,590.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
U64T0179	**CI SOLUTIONS**	**80.65**	80.65	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
U64R0479	**CIF STATE OFFICE**	**1,493.52**	1,493.52	0124000010 5310	LOARA/INSTR / DUES AND MEMBERSHIPS
U64A0162	**CINNAMON HILLS YOUTH CRISIS CT**	**234,971.10**	186,748.60	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			48,222.50	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0163	**CINNAMON HILLS YOUTH CRISIS CT**	**234,971.10**	186,748.60	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			48,222.50	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64R0778	**CITY OF SANTA ANA**	**622.00**	622.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER

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U64T0160	**CLASS TECHNOLOGIES INC**	**9,500.00**	9,500.00	0175447010 5880	CVA/LCFF EQUITY MULTIPLIER/INS / OTHER
U64C0030	**CLEAN OUT KINGS**	**1,800.00**	1,800.00	0122239081 5610	MA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
U64C0033	**CLEAN OUT KINGS**	**2,000.00**	2,000.00	0124239081 5610	LOARA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICE
U64R0697	**CLEAN OUT KINGS**	**4,580.00**	4,580.00	0120239081 5610	ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S
U64R0764	**CMC SOUTH**	**290.00**	290.00	0140381010 5210	SOUTH/ECIA1/INSTR / TRAVEL AND CONFERENCE
U64T0223	**CODEHS INC**	**7,088.00**	7,088.00	0122393010 5880	MA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
U64R0503	**COLLEGE BOARD**	**175.00**	175.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
U64R0499	**COMMISSION ON TEACHER CREDENTI**	**1,320.00**	1,320.00	0164399010 5310	PD/TITLE II IMPR TCHR/INDUCTIO / DUES AND
U64R0460	**COMPLETE OFFICE OF CA**	**18.62**	18.62	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
U64S0098	**COMPLETE OFFICE OF CA**	**40,729.50**	40,729.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64R0494	**CONCORD THEATRICAL CORP.**	**2,465.50**	2,465.50	0128439015 5880	CY/PROP 28:ARTS AND MUSIC/VAPA / OTHER
U64R0690	**CONSTITUTIONAL RIGHTS**	**1,100.00**	1,100.00	0128000940 5880	CY/LCFF-CONCENTRATION/ANCIL / OTHER
U64R0777	**CONSTITUTIONAL RIGHTS**	**1,100.00**	1,100.00	0127000910 5880	KE/LCFF-CONCENTRATION/INSTR / OTHER
U64R0467	**COSCO FIRE PROTECTION INC**	**12,393.00**	1,058.00	0123230081 5610	SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			1,355.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
			2,413.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			572.00	0131230081 5610	BR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			1,000.00	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
			3,305.00	0140230081 5610	SOUTH/GENERAL/MO / REPAIRS/MAINT - O/S
			2,690.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
U64R0588	**COSCO FIRE PROTECTION INC**	**4,200.00**	4,200.00	4022720085 6290	MAGNOLIA GENERAL/FAC / CONSTRUCTION - TEST
U64A0123	**COURTNEY INC**	**998,250.00**	200,000.00	0156392885 6216	ESSER III (ARP ACT) / BUILDING IMPROVEMENTS
			798,250.00	4050720085 6216	DISTRICT/GENERAL/FAC / BUILDING IMPROVEMEN
U64R0564	**CPR1 LLC**	**180.78**	180.78	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES

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U64R0746	**CREATIVE COSTUMING AND DESIGNS**	**3,494.99**	3,494.99	0124439015 4310	LO/PROP 28:ARTS AND MUSIC/VAPA /
U64R0751	**CREATIVE COSTUMING AND DESIGNS**	**1,861.14**	1,861.14	0124439015 4310	LO/PROP 28:ARTS AND MUSIC/VAPA /
U64R0768	**CTS APPLIANCE**	**3,165.69**	43.10	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			3,122.59	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
U64R0611	**CULVER NEWLIN**	**762.87**	762.87	0155155072 4410	BUSINESS/ GENL ADM / EQUIPMENT - NON-
U64R0695	**CULVER NEWLIN**	**11,335.30**	11,335.30	0127000927 4310	KE/LCFF-CONCENTRATION/SCH ADM /
U64A0160	**DEL SOL SCHOOL**	**51,786.00**	51,786.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0161	**DEL SOL SCHOOL**	**59,946.00**	59,946.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64T0167	**DELTAMATH SOLUTIONS INC**	**1,650.00**	1,650.00	0120000910 5880	AN/LCFF-CONCENTRATION/INSTR / OTHER
U64T0175	**DELTAMATH SOLUTIONS INC**	**170.00**	170.00	0124000910 5880	LO/LCFF-CONCENTRATION/INSTR / OTHER
U64T0224	**DELTAMATH SOLUTIONS INC**	**170.00**	170.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
U64R0450	**DEMCO INC**	**129.81**	129.81	0120000024 4315	ANAHEIM/L M T / LIBRARY/MEDIA/TECH SUPPLIES
U64T0184	**DEMIDEC CORPORATION**	**240.00**	240.00	0127086010 5880	KE/ACADEMIC DECATHALON / OTHER OPERATING
U64R0652	**DESIGNS BY KING**	**1,232.66**	1,232.66	0124439015 4310	LO/PROP 28:ARTS AND MUSIC/VAPA /
U64R0662	**DFW MOTEL SUPPLY AND**	**657.87**	657.87	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
U64R0561	**DIAMOND CORE TOOLS**	**331.89**	331.89	0123439015 4310	SA/PROP 28:ARTS AND MUSIC/VAPA /
U64R0558	**DIGITAL PERFORMANCE GEAR**	**2,347.03**	2,347.03	0124439015 4310	LO/PROP 28:ARTS AND MUSIC/VAPA /
U64X0418	**DISCOUNT DANCE SUPPLY**	**3,000.00**	3,000.00	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
U64T0193	**DLT SOLUTIONS LLC**	**535.18**	535.18	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
U64R0471	**DOSAL, PATRICIA**	**500.00**	500.00	0134177072 5230	RISK MGMT/GEN ADMIN / REIMBURSABLE EXP
U64R0706	**EAST WHITTIER GLASS AND MIRROR**	**4,128.00**	4,128.00	0120234081 5610	ANAHEIM/GLASS/MO / REPAIRS/MAINT - O/S
U64R0570	**ECLECTIC PRINTING AND DESIGN L**	**2,167.93**	2,167.93	0120751681 5630	AN/ATHLETICS/M & O / REPAIRS/ATHLETIC
U64R0590	**ECONO FENCE INC**	**7,235.00**	7,235.00	4035720085 6274	DALE/GENERAL/FAC / CONSTRUCTION - OTHER

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U64R0661	**ECONOMY RENTALS INC**	**336.37**	336.37	0120751640 5620	AN/ATHLETICS/ANCIL / RENTALS/OPERATING
U64T0200	**EFOODHANDLERS**	**560.00**	560.00	0152393010 5880	CPSF/VEA-2B/INSTR / OTHER OPERATING EXPENSES
U64R0573	**EL PARTNER CATERING**	**900.00**	900.00	0115115021 5880	EDUCATION/SUPV INST / OTHER OPERATING
U64R0733	**EL PARTNER CATERING**	**1,400.00**	1,400.00	0140140027 5881	SOUTH/SCH ADM/SCH ADM / MEETING/WORKSHOP
U64R0786	**EL PARTNER CATERING**	**2,800.00**	2,800.00	0121140027 5881	WESTERN/SCH ADM/SCH ADM / MEETING/WORKSH
U64R0565	**EMMANUEL PARTY RENTALS LLC**	**450.00**	450.00	0125000910 5620	KA/LCFF-CONCENTRATION/INSTR /
U64R0760	**FBLA**	**1,320.00**	1,320.00	0128393110 5880	VEA PERKINS STUDEN ORG CYP / OTHER OPERATIN
U64T0218	**FIFTH ASSET INC**	**16,500.00**	16,500.00	0107107072 5880	ACCTG /GENL ADM / OTHER OPERATING EXPENSES
U64C0027	**FLEET SERVICES INC**	**1,768.89**	1,768.89	0109620037 4370	FOOD SVC/GRADES 7-12/FOOD SVC / REPAIRS -
U64R0476	**FLINN SCIENTIFIC INC**	**956.12**	956.12	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
U64R0584	**FLINN SCIENTIFIC INC**	**1,020.24**	1,020.24	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64R0655	**FLINN SCIENTIFIC INC**	**3,833.72**	3,833.72	0128543010 4310	CYP/ED INNV & RES/INSTR / INSTRUCTIONAL MATL
U64R0704	**FOLLETT CONTENT SOLUTIONS LLC**	**419.98**	419.98	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
U64R0701	**FORESTRY EDUCATORS INC.**	**250.00**	250.00	0142000010 5880	OXFORD/INSTR / OTHER OPERATING EXPENSES
U64R0657	**FOSTER & FOSTER INC.**	**3,000.00**	3,000.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
U64R0591	**FOUNDATION FOR KOREAN LANGUAGE**	**857.35**	857.35	0117468010 4110	IS/LOTTERY/INSTR / APPROVED TEXTS/CORE CURR
U64R0592	**FOUNDATION FOR KOREAN LANGUAGE**	**740.00**	740.00	0117468010 4110	IS/LOTTERY/INSTR / APPROVED TEXTS/CORE CURR
U64T0196	**FREESTYLE PHOTOGRAPHIC SUPPLIE**	**1,867.63**	1,867.63	0127009015 4310	KE/PHOTO/VAPA / INSTRUCTIONAL MATL &
U64R0722	**FRIAR TUX SHOP**	**2,472.85**	2,472.85	0125008015 4310	KA/VOC MUSIC/VAPA / INSTRUCTIONAL MATL &
U64R0748	**FUN AND FUNCTION LLC**	**171.26**	171.26	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
U64R0530	**GANAHL LUMBER CO**	**787.92**	787.92	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-
U64R0688	**GANAHL LUMBER CO**	**35,018.75**	35,018.75	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
U64X0425	**GANAHL LUMBER CO**	**3,000.00**	3,000.00	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL

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U64R0502	**GEOLOGICAL SOCIETY OF AMERICA**	**200.00**	200.00	0135381010 5210	DALE/ECIA1/INSTR / TRAVEL AND CONFERENCE
U64R0587	**GIANNELLI ELECTRIC INC.**	**124.00**	124.00	4021720085 6274	WESTERN GENERAL/FAC / CONSTRUCTION - OTHER
U64R0589	**GIANNELLI ELECTRIC INC.**	**1,946.00**	1,946.00	4035720085 6274	DALE/GENERAL/FAC / CONSTRUCTION - OTHER
U64R0466	**GLASBY MAINTENANCE SUPPLY CO.**	**859.85**	859.85	0127220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
U64R0480	**GLASBY MAINTENANCE SUPPLY CO.**	**5,159.07**	5,159.07	0100000072 4320	GEN FUND/GENL ADM / OTHER OFFICE/MISC
U64R0483	**GLASBY MAINTENANCE SUPPLY CO.**	**543.06**	543.06	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
U64R0631	**GLASBY MAINTENANCE SUPPLY CO.**	**905.10**	905.10	0100000072 4320	GEN FUND/GENL ADM / OTHER OFFICE/MISC
U64R0660	**GLASBY MAINTENANCE SUPPLY CO.**	**6,788.25**	6,788.25	0100000072 4320	GEN FUND/GENL ADM / OTHER OFFICE/MISC
U64R0595	**GOLDEN EMPIRE CONFERENCE**	**2,221.41**	2,221.41	0125000010 5310	KA/INSTR / DUES AND MEMBERSHIPS
U64R0707	**GOLDEN STATE PAVING CO INC**	**29,975.00**	29,975.00	0124238081 5610	LOARA/PAVING/MO / REPAIRS/MAINT - O/S SERVICI
U64R0441	**GOPHER SPORTS EQUIPMENT**	**3,597.24**	3,597.24	0119276519 4310	MOD-ADAP PE/SE OTHER/SEV / INSTRUCTIONAL
U64R0770	**GOPHER SPORTS EQUIPMENT**	**2,928.59**	2,169.36	0124385010 4310	LO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			759.23	0124385010 4410	LO/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
U64T0227	**GRACENOTES LLC**	**2,972.80**	2,972.80	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
U64C0029	**GRAINGER**	**1,240.42**	1,240.42	0110231081 4410	MAINTENANCE/ELEC/MO / EQUIPMENT - NON-
U64R0625	**GRAINGER**	**731.58**	731.58	0168000981 4347	GIL/LCFF/M & O / OPERATIONS SUPPLIES - MISC
U64R0659	**GRAINGER**	**114.34**	114.34	0120000981 4320	AN/LCFF/M & O / OTHER OFFICE/MISC SUPPLIES
U64R0692	**GRAINGER**	**289.58**	289.58	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
U64T0213	**GRANITE TELECOMMUNICATIONS LLC**	**43,248.36**	43,248.36	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
U64R0583	**GRAY STEP SOFTWARE INC**	**495.00**	495.00	0127025040 5210	KE/ANCIL / TRAVEL AND CONFERENCE
U64R0598	**GRAY STEP SOFTWARE INC**	**990.00**	990.00	0123381010 5210	SA/TITLE I/INSTR / TRAVEL AND CONFERENCE
U64R0599	**GRAY STEP SOFTWARE INC**	**1,019.70**	1,019.70	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
U64A0118	**GREAT SCOTT TREE SERVICE INC**	**179,600.00**	179,600.00	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S

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U64R0533	**GREAT SCOTT TREE SERVICE INC**	**1,300.00**	1,300.00	0131222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
U64T0159	**GST INC.**	**93.85**	93.85	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
U64R0641	**GUITAR CENTER STORES INC**	**6,065.24**	6,065.24	0138439015 6490	BA/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64R0708	**GUITAR CENTER STORES INC**	**187.49**	187.49	0123439015 4310	SA/PROP 28:ARTS AND MUSIC/VAPA /
U64T0158	**GUITAR CENTER STORES INC**	**704.27**	704.27	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64A0131	**HANNA ACADEMY**	**353,550.00**	273,750.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			79,800.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0119	**HCI SYSTEMS INC**	**75,500.00**	75,500.00	0110231081 5610	MAINTENANCE/ELEC/MO / REPAIRS/MAINT - O/S
U64R0550	**HERK EDWARDS INC.**	**5,145.10**	5,145.10	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
U64R0528	**HILLYARD FLOOR CARE SUPPLY**	**704.21**	704.21	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
U64T0230	**HOWARD TECHNOLOGY SOLUTIONS**	**34,022.62**	34,022.62	0108750410 6490	IT/TECHNOLOGY/INSTR / EQUIPMENT - OTHER
U64R0496	**HOWIES ATHLETIC TAPE**	**550.28**	550.28	0124028034 4320	LOARA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
U64R0779	**HOWIES ATHLETIC TAPE**	**1,207.57**	1,207.57	0125028040 4310	KA/ATHLET/ANCILLARY / INSTRUCTIONAL MATL &
U64T0168	**INTELESYSONE INC.**	**1,669.00**	1,669.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
U64T0169	**INTELESYSONE INC.**	**445.54**	445.54	0164750121 4320	PD/PROFESSIONAL DEVELOPMENT / OTHER
U64R0684	**INTERNATIONAL E Z UP INC**	**2,482.40**	2,482.40	0147000927 4410	HOPE/LCFF-CONCENTRATION/SCH AD / EQUIPMENT
U64R0789	**INTERNATIONAL HOUSE OF MUSIC I**	**385.20**	385.20	0144008015 4310	LEX/VOC MUSIC/VAPA / INSTRUCTIONAL MATL &
U64X0417	**INTERNATIONAL HOUSE OF MUSIC I**	**500.00**	500.00	0138439015 4310	BA/PROP 28:ARTS AND MUSIC/VAPA /
U64C0031	**J AND A FENCE**	**4,950.00**	4,950.00	0110159581 5610	ACCT REC - OUTSIDE ORG / REPAIRS/MAINT - O/S
U64R0600	**J AND A FENCE**	**39,280.00**	39,280.00	0120232085 6126	MAINT-FENCE/MO / SITE IMPR FENCE/BKSTOP/ETC
U64R0542	**J AND B MATERIALS**	**35,725.82**	35,725.82	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
U64R0459	**J AND W PRINTING COMPANY LLC**	**3,663.50**	3,663.50	0137750640 4410	SY/AFTER SCHOOL/ANCIL / EQUIPMENT - NON-
U64R0636	**J.W. PEPPER AND SON INC.**	**8,801.58**	8,801.58	0123439015 4310	SA/PROP 28:ARTS AND MUSIC/VAPA /

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U64R0724	**J.W. PEPPER AND SON INC.**	**4,690.70**	4,690.70	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64X0426	**J.W. PEPPER AND SON INC.**	**750.00**	750.00	0120007015 4310	ANAHEIM/INS MUS/VAPA / INSTRUCTIONAL MATL &
U64T0228	**JAMF SOFTWARE LLC**	**13,779.00**	1,089.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
			12,690.00	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
U64R0462	**JM AND J CONTRACTORS**	**2,800.00**	2,800.00	0131238081 5610	BR/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
U64R0585	**JM AND J CONTRACTORS**	**3,900.00**	3,900.00	4021720085 6165	WESTERN GENERAL/FAC / SITE CONSTRUCTION
U64R0629	**JUGS SPORTS INC**	**2,284.61**	2,284.61	0142025040 4410	OXFORD/ANCIL / EQUIPMENT - NON-CAPITALIZED
U64R0442	**JUNIOR LIBRARY GUILD**	**1,258.65**	1,258.65	0140000910 4210	SO/LCFF-CONCENTRATION/INSTR / BOOKS AND
U64C0028	**JUSTICE TESTING**	**6,935.78**	3,458.78	0179113036 4375	GARAGE/TRANS-REG ED/TRANSPORT /
			3,477.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
U64X0428	**KATELLA HIGH SCHOOL**	**22,000.00**	22,000.00	0125751640 5810	KA/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
U64C0035	**KCP SUPPLIES AND LOGISTICS INC**	**10,660.47**	10,660.47	0117452550 4320	IS/CA COMM SCHOOLS (CCSPP) / OTHER OFFICE/MIS
U64A0158	**KIVA ADVENTURE RANCH LLC**	**246,050.00**	200,750.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			45,300.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64R0620	**LA HABRA FENCE CO INC**	**16,646.00**	16,646.00	0120000981 5610	AN/LCFF/M & O / REPAIRS/MAINT - O/S SERVICES
U64R0470	**LAGUNA CLAY CO.**	**1,597.92**	1,597.92	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
U64X0431	**LAGUNA CLAY CO.**	**500.00**	500.00	0128439015 4310	CY/PROP 28:ARTS AND MUSIC/VAPA /
U64R0534	**LANDSCAPE EXPO**	**344.25**	344.25	0111220081 5210	OPERATIONS - GENERAL / TRAVEL AND
U64R0735	**LANGMUIR SYSTEMS LLC**	**3,813.70**	409.45	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			3,404.25	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
U64A0127	**LANGUAGE NETWORK INC**	**90,000.00**	90,000.00	0163750721 5810	EL/S & C (GOAL 1.7h)/SERV / NON-INSTRUCTIONAL
U64A0181	**LAW OFFICES OF BRUCE BOTHWELL**	**15,500.00**	15,500.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
U64T0178	**LITTLE FOX ONLINE**	**90.00**	90.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING

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U64T0229	**LITTLE FOX ONLINE**	**90.00**	90.00	0147000910 5880	HOPE/LCFF-CONCENTRATION/INSTR / OTHER
U64X0419	**LOARA ASB**	**22,000.00**	22,000.00	0124751640 5810	LO/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
U64A0129	**LOGAN RIVER ACADEMY**	**178,265.72**	136,823.90	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			41,441.82	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64X0422	**MAACO COLLISION REPAIR AND AUT**	**1,000.00**	1,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
U64X0434	**MAMACITA LAUNDRY LLC**	**1,500.00**	1,500.00	0121751681 5560	WE/ATHLETICS/M & O / LAUNDRY
U64A0159	**MARDAN CENTER OF EDUCATION**	**60,974.94**	60,974.94	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0115	**MARK ENTERPRISES INC**	**40,174.64**	40,174.64	0108108177 5880	INFORMATION SYSTEMS - E-RATE / OTHER
U64T0172	**MARK ENTERPRISES INC**	**7,672.80**	7,672.80	0108108177 5880	INFORMATION SYSTEMS - E-RATE / OTHER
U64T0173	**MARK ENTERPRISES INC**	**5,058.00**	5,058.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
U64T0190	**MASTERY CODING INC**	**16,500.00**	16,500.00	0152750510 5880	RESEARCH & EVALUATION/INSTR / OTHER
U64R0792	**MAYFLOWER DISTRIBUTING COMPANY**	**405.82**	405.82	0117752110 5880	IS/COLLEGE FAIR/INSR / OTHER OPERATING
U64R0793	**MAYFLOWER DISTRIBUTING COMPANY**	**578.48**	578.48	0117752110 4320	IS/COLLEGE FAIR/INSR / OTHER OFFICE/MISC
U64R0447	**MC GRAW HILL EDUCATION INC.**	**2,322.00**	2,322.00	0117751110 4110	IS/DUAL ENROLLMENT/INSTR / APPROVED
U64T0177	**MCCORMICK'S GROUP LLC**	**1,673.35**	1,673.35	0122439015 4410	MA/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64R0453	**MEDCO SUPPLY COMPANY**	**101.31**	101.31	0124028034 4320	LOARA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
U64C0019	**MIKE'S CUSTOM FLOORING INC**	**1,298.44**	1,298.44	0150233081 5610	DO/FLOOR/M&O / REPAIRS/MAINT - O/S SERVICES
U64R0555	**MIKE'S CUSTOM FLOORING INC**	**6,988.90**	6,408.90	0120234081 4410	ANAHEIM/GLASS/MO / EQUIPMENT - NON-
			580.00	0120234081 5610	ANAHEIM/GLASS/MO / REPAIRS/MAINT - O/S
U64R0736	**MIL-BAR PLASTICS**	**371.86**	371.86	0120336010 4310	ANAHEIM/ROTC/INSTR / INSTRUCTIONAL MATL &
U64R0544	**MONTGOMERY HARDWARE CO.**	**427.93**	427.93	4035720085 6274	DALE/GENERAL/FAC / CONSTRUCTION - OTHER
U64R0554	**MONTGOMERY HARDWARE CO.**	**1,967.06**	1,967.06	0138230081 4410	BALL/GENERAL/MO / EQUIPMENT - NON-
U64R0458	**MOR EVENTS**	**2,570.00**	2,570.00	0117452550 5880	IS/CA COMM SCHOOLS (CCSPP) / OTHER OPERATING

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U64R0465	**MOR EVENTS**	**1,530.00**	1,530.00	0152750121 5880	PUPIL TESTING & EVALUATION / OTHER OPERATIN
U64A0130	**MOUNTAIN VALLEY CHILD AND FAMI**	**334,087.50**	288,167.50	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			45,920.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64R0446	**MPS**	**2,719.87**	2,719.87	0117751110 4110	IS/DUAL ENROLLMENT/INSTR / APPROVED
U64R0507	**MPS**	**36,465.00**	36,465.00	0117468010 4110	IS/LOTTERY/INSTR / APPROVED TEXTS/CORE CURR
U64R0726	**MRS. NELSON'S BOOK COMPANY LLC**	**4,416.72**	4,416.72	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
U64R0727	**MRS. NELSON'S BOOK COMPANY LLC**	**8,513.43**	8,513.43	0117451510 4210	IS/ETHNIC STUDIES BLK GRANT / BOOKS AND
U64R0475	**MUSIC AND ARTS CENTER**	**1,840.50**	1,840.50	0134439015 4310	WA/PROP 28:ARTS AND MUSIC/VAPA /
U64R0578	**MUSIC AND ARTS CENTER**	**21,718.09**	21,718.09	0124439015 6490	LO/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64R0606	**MUSIC AND ARTS CENTER**	**285.75**	285.75	0123439015 4310	SA/PROP 28:ARTS AND MUSIC/VAPA /
U64R0607	**MUSIC AND ARTS CENTER**	**2,901.55**	2,901.55	0123439015 4310	SA/PROP 28:ARTS AND MUSIC/VAPA /
U64R0637	**MUSIC AND ARTS CENTER**	**222.46**	222.46	0123439015 4310	SA/PROP 28:ARTS AND MUSIC/VAPA /
U64R0638	**MUSIC AND ARTS CENTER**	**4,484.56**	4,484.56	0132439015 4310	OR/PROP 28:ARTS AND MUSIC/VAPA /
U64R0656	**MUSIC AND ARTS CENTER**	**2,234.91**	2,234.91	0128439015 4310	CY/PROP 28:ARTS AND MUSIC/VAPA /
U64R0743	**MUSIC AND ARTS CENTER**	**659.86**	659.86	0132000915 4310	OR/LCFF-CONCENTRATION/VAPA / INSTRUCTIONAI
U64R0521	**NASCO**	**216.61**	216.61	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
U64R0732	**NASCO**	**334.89**	334.89	0125439015 4310	KA/PROP 28:ARTS AND MUSIC/VAPA /
U64R0501	**NATIONAL ALTERNATIVE EDUCATION**	**1,675.00**	1,675.00	0168000910 5210	GI/LCFF-CONCENTRATION/INSTR / TRAVEL AND
U64R0738	**NATIONAL ARCHERY IN THE SCHOOL**	**3,559.02**	3,559.02	0120336010 4310	ANAHEIM/ROTC/INSTR / INSTRUCTIONAL MATL &
U64A0120	**NATIS HOUSE**	**14,500.00**	5,000.00	0124000910 5880	LO/LCFF-CONCENTRATION/INSTR / OTHER
			9,500.00	0124385010 5880	LO/TITLE IV/INSTR / OTHER OPERATING EXPENSES
U64A0165	**NATIS HOUSE**	**174,000.00**	87,000.00	0117452550 5880	IS/CA COMM SCHOOLS (CCSPP) / OTHER OPERATINC
			87,000.00	0160454531 5880	SBHIP: STUDENT BEHAVIORAL HLTH / OTHER

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64A0166	**NATIS HOUSE**	**43,500.00**	21,750.00	0161000910 5880	PO/LCFF-CONCENTRATION/INSTR / OTHER
			21,750.00	0168000910 5880	GI/LCFF-CONCENTRATION/INSTR / OTHER
U64A0182	**NATIS HOUSE**	**14,500.00**	10,772.00	0138000910 5880	BA/LCFF-CONCENTRATION/INSTR / OTHER
			3,728.00	0138385010 5880	BA/TITLE IV/INSTR / OTHER OPERATING EXPENSES
U64A0183	**NATIS HOUSE**	**14,500.00**	5,800.00	0140385010 4310	SO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			8,700.00	0140452510 4310	SO/CA COMM SCHOOLS/INSTR / INSTRUCTIONAL
U64R0603	**NCS PEARSON INC.**	**75,407.65**	75,407.65	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
U64R0635	**NCS PEARSON INC.**	**1,726.04**	1,726.04	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL
U64R0574	**NEW DIMENSION GENERAL CONSTRUC**	**7,760.32**	7,760.32	0120751681 5610	AN/ATHLETICS/M & O / REPAIRS/MAINT - O/S
U64R0532	**NEW MANAGEMENT INC.**	**360.18**	360.18	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
U64R0624	**NEW MANAGEMENT INC.**	**300.15**	300.15	0125000081 4347	KA/MO / OPERATIONS SUPPLIES - MISC
U64R0619	**NEXT CAREERS**	**600.00**	600.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
U64R0497	**NORMS REFRIGERATION AND ICE**	**631.63**	631.63	0123000081 5610	SA/MO / REPAIRS/MAINT - O/S SERVICES
U64A0114	**NORTH ORANGE COUNTY REGIONAL**	**7,834,190.00**	7,834,190.00	0152432010 5100	CPSF/CTE INCENTIVE GRANT/INST /
U64R0774	**NORTH ORANGE COUNTY REGIONAL**	**6,488.37**	6,488.37	0102087110 5805	SUPERINTENDENT/AIME/INSTR / INSTRUCTIONAL
U64T0214	**NSAV SOLUTIONS**	**387.90**	387.90	0147257027 4320	SEVER HDCP/SCH ADM/SEV / OTHER OFFICE/MISC
U64T0225	**NSAV SOLUTIONS**	**291.36**	291.36	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64C0017	**O'REILLY AUTO PARTS**	**666.29**	666.29	0111220081 4370	OPERATIONS - GENERAL / REPAIRS - EQUIPMENT
U64R0490	**O'REILLY AUTO PARTS**	**50.35**	50.35	0111220081 4355	OPERATIONS - GENERAL / MAINTENANCE SUPPLIES
U64A0128	**OC HUMAN RELATIONS COUNCIL**	**80,000.00**	80,000.00	0172753210 5805	SAFE SCHL/S&C (GOAL3.2c) / INSTRUCTIONAL PROF
U64A0124	**OCDE**	**1,500,000.00**	1,500,000.00	0119255092 7141	HEARING/TRANSFER BETWEEN AGNCY / IAA-
U64A0125	**OCDE**	**400,000.00**	400,000.00	0119255092 7141	HEARING/TRANSFER BETWEEN AGNCY / IAA-
U64A0126	**OCDE**	**350,000.00**	350,000.00	0119255092 7141	HEARING/TRANSFER BETWEEN AGNCY / IAA-

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U64R0505	**OCDE**	**431.00**	431.00	0140000910 5210	SO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
U64R0700	**OCDE**	**4,525.00**	4,525.00	0163379021 5210	TITLE IIIA / LIMITED ENG PROG / TRAVEL AND
U64R0787	**OCDE**	**150.00**	150.00	0161381010 5210	PO/TITLE I/INSTR / TRAVEL AND CONFERENCE
U64R0575	**OCEAN INSTITUTE**	**900.00**	900.00	0168381010 5880	GI/TITLE I/INSTR / OTHER OPERATING EXPENSES
U64R0759	**OCEAN INSTITUTE**	**1,090.00**	1,090.00	0140452510 5880	SO/CA COMM SCHOOLS/INSTR / OTHER OPERATING
U64R0491	**OES OFFICE FURNITURE**	**1,563.72**	1,563.72	0168140027 4410	GI SOUTH/SCH ADM/SCH ADM / EQUIPMENT - NON-
U64R0422	**OFFICE DEPOT**	**2,281.01**	2,281.01	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
U64R0725	**OFFICE DEPOT**	**495.22**	495.22	0127261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
U64X0424	**OFFICE DEPOT**	**1,000.00**	1,000.00	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC SUPPLIES
U64A0164	**OLIVE CREST ACADEMY**	**65,416.70**	65,416.70	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0168	**OLIVE CREST ACADEMY**	**63,359.85**	63,359.85	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0169	**OLIVE CREST ACADEMY**	**96,803.25**	96,803.25	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0170	**OLIVE CREST ACADEMY**	**62,630.00**	62,630.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0171	**OLIVE CREST ACADEMY**	**96,073.40**	96,073.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0172	**OLIVE CREST ACADEMY**	**65,416.70**	65,416.70	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0173	**OLIVE CREST ACADEMY**	**65,416.70**	65,416.70	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0174	**OLIVE CREST ACADEMY**	**65,416.70**	65,416.70	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64R0705	**ORANGE COUNTY FIRE AUTHORITY**	**1,058.00**	1,058.00	4528724085 6222	CY/NEIGHBORHOOD DEVE/FAC A / PLANNING -
U64R0553	**ORANGE COUNTY HEALTH CARE AGEN**	**606.00**	606.00	0128240081 5880	CY/POOL/MO / OTHER OPERATING EXPENSES
U64R0627	**ORANGE COUNTY HEALTH CARE AGEN**	**450.00**	450.00	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
U64R0632	**ORANGE COUNTY HISPANIC CHAMBER**	**750.00**	750.00	0152751110 5310	RESEARCH&EVAL/AIME/GOAL 1.11c / DUES AND
U64R0484	**ORANGE COUNTY MUSEUM OF ART**	**2,800.00**	2,800.00	0185439015 5210	ARTS ED/PROP 28/VAPA / TRAVEL AND CONFERENC
U64R0586	**ORANGE COUNTY PUBLIC SAFETY**	**17,160.00**	17,160.00	4021720085 6274	WESTERN GENERAL/FAC / CONSTRUCTION - OTHER

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U64R0478	**ORANGE GROVE HIGH SCHOOL**	**3,000.00**	3,000.00	0124000010 5310	LOARA/INSTR / DUES AND MEMBERSHIPS
U64R0546	**ORANGE GROVE HIGH SCHOOL**	**3,000.00**	1,500.00	0121028010 5310	WESTERN/ATHLET/INSTR / DUES AND MEMBERSHI
			1,500.00	0121028040 5310	WE/ATHLET/ANCILLARY / DUES AND MEMBERSHIP
U64R0762	**ORIENTAL TRADING COMPANY**	**310.28**	310.28	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL & SUPPLI
U64R0464	**PENNER PARTITIONS INC**	**6,898.00**	6,898.00	0110230085 6520	MAINTENANCE/ACQ CONST / EQUIPMENT -
U64R0519	**PERFORMANCE HEALTH SUPPLY INC.**	**1,351.10**	1,351.10	0122028034 4320	MAGNOLIA/ATHLETICS/HEALTH / OTHER
U64R0513	**PERSEUS ASSOCIATES TRANSTRAKS**	**14,455.00**	14,455.00	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER
U64R0622	**PHANTOM PROJECTS**	**1,275.00**	1,275.00	0128439015 5880	CY/PROP 28:ARTS AND MUSIC/VAPA / OTHER
U64R0674	**PITSCO INC.**	**1,360.03**	339.41	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			725.62	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
			295.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
U64R0761	**PITSCO INC.**	**1,360.03**	339.41	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			725.62	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
			295.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
U64T0198	**PIVOT INTERACTIVES SBC**	**165.00**	165.00	0175000010 5880	CVA/INDEPENDENT STUDY/INSTR / OTHER
U64R0711	**PLAYSCRIPTS INC.**	**293.27**	293.27	0144006015 4310	LEX/THEATER/VAPA / INSTRUCTIONAL MATL &
U64R0723	**POLITICAL DATA INTELLIGENCE LL**	**1,180.17**	1,180.17	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
U64R0696	**POOL HEATER GUYS CORPORATION,**	**784.80**	392.40	0120240081 5880	ANAHEIM/POOL/MO / OTHER OPERATING EXPENSE
			392.40	0121240081 5880	WESTERN/POOL/MO / OTHER OPERATING EXPENSE
U64A0154	**PORTVIEW PREPARATORY INC.**	**159,579.60**	159,579.60	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0155	**PORTVIEW PREPARATORY INC.**	**144,271.40**	144,271.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64R0495	**PROFESSIONAL GLASS**	**2,262.75**	2,262.75	0110234081 4410	MAINTENANCE/GLASS/MO / EQUIPMENT - NON-
U64R0737	**PTM DOCUMENT SYSTEMS INC.**	**28.34**	28.34	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC SUPPLIES
U64R0461	**PURCOR PEST SOLUTIONS**	**600.00**	600.00	0123220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S

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U64C0016	**REECE PLUMBING**	**1,959.05**	1,959.05	0150239081 4410	ADMIN/PLUMB/MO / EQUIPMENT - NON-CAPITALIZE
U64C0024	**REECE PLUMBING**	**1,239.45**	85.09	0140239081 4355	SOUTH/PLUMB/MO / MAINTENANCE SUPPLIES
			1,154.36	0140239081 4410	SOUTH/PLUMB/MO / EQUIPMENT - NON-CAPITALIZE
U64C0021	**REFRIGERATION SUPPLIES DIST.**	**1,968.20**	197.64	0120235081 4355	ANAHEIM/HVAC/MO / MAINTENANCE SUPPLIES
			1,770.56	0120235081 4410	ANAHEIM/HVAC/MO / EQUIPMENT - NON-
U64T0206	**REMIND101 INC**	**1,375.00**	1,375.00	0147140027 5880	HOPE/SCHOOL ADMINISTRATION / OTHER
U64R0520	**RIDDELL ALL AMERICAN**	**11,138.74**	11,138.74	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL &
U64R0683	**RIV OR COUNTIES PUMP COMPANY I**	**4,580.95**	334.47	0123222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			2,086.48	0123222081 4410	OPERATIONS - GROUNDS / EQUIPMENT - NON-
			2,160.00	0123222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
U64R0477	**RIVERSIDE ART MUSEUM**	**500.00**	500.00	0168000910 5880	GI/LCFF-CONCENTRATION/INSTR / OTHER
U64R0557	**RIVERSIDE INSIGHTS**	**3,370.26**	3,370.26	0120261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
U64R0604	**RIVERSIDE INSIGHTS**	**28,025.48**	28,025.48	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
U64R0643	**RIVERSIDE INSIGHTS**	**337.03**	337.03	0134283232 4310	WA/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
U64R0653	**RIVERSIDE INSIGHTS**	**1,348.10**	1,348.10	0124283232 4310	LO/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
U64R0739	**RIVERSIDE INSIGHTS**	**674.05**	674.05	0144283232 4310	LEX/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
U64A0117	**ROADTRIP NATION**	**30,000.00**	30,000.00	0152750110 5880	RESEARCH&EVA/S & C (GOAL 1.1a) / OTHER
U64T0222	**ROBOLINK**	**919.96**	919.96	0120336010 4310	ANAHEIM/ROTC/INSTR / INSTRUCTIONAL MATL &
U64R0623	**ROBOTICS EDUCATION & COMPETITI**	**800.00**	800.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
U64R0628	**ROCKLER WOODWORKING AND**	**3,015.92**	3,015.92	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-
U64A0143	**ROSSIER PARK JR SR HIGH SCHOOL**	**2,148.32**	2,148.32	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0144	**ROSSIER PARK JR SR HIGH SCHOOL**	**6,082.78**	6,082.78	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0145	**ROSSIER PARK JR SR HIGH SCHOOL**	**68,740.87**	68,740.87	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0146	**ROSSIER PARK JR SR HIGH SCHOOL**	**102,158.87**	102,158.87	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS

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U64A0147	**ROSSIER PARK JR SR HIGH SCHOOL**	**63,420.39**	63,420.39	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0150	**ROSSIER PARK JR SR HIGH SCHOOL**	**63,420.39**	63,420.39	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64T0226	**RUMPLESTILTSKIN PRESS DBA DRAM**	**628.68**	628.68	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
U64C0020	**RWC INTERNATIONAL LTD**	**1,149.56**	1,149.56	0179113036 4370	GARAGE/TRANS-REG ED/TRANSPORT / REPAIRS -
U64C0022	**RWC INTERNATIONAL LTD**	**2,298.70**	2,298.70	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
U64R0548	**S AND R SPORT**	**1,621.51**	1,621.51	0120028040 4310	AN/ATHLET/ANCILLARY / INSTRUCTIONAL MATL &
U64R0457	**S AND S WORLDWIDE DISCOUNT SPO**	**435.83**	435.83	0161000910 4310	PO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
U64S0092	**SALES AND DISTRIBUTION SERVICE**	**3,020.45**	3,020.45	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64R0581	**SANDOR'S GOURMET CATERING INC.**	**1,184.18**	1,184.18	0117452550 5880	IS/CA COMM SCHOOLS (CCSPP) / OTHER OPERATING
U64R0669	**SAVVAS LEARNING COMPANY**	**20,233.86**	15,205.68	0117451510 4310	IS/ETHNIC STUDIES BLK GRANT / INSTRUCTIONAL
			5,028.18	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0670	**SAVVAS LEARNING COMPANY**	**53,329.38**	53,329.38	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0671	**SAVVAS LEARNING COMPANY**	**53,329.38**	53,329.38	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0672	**SAVVAS LEARNING COMPANY**	**28,468.10**	28,468.10	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0673	**SAVVAS LEARNING COMPANY**	**32,180.62**	32,180.62	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0675	**SAVVAS LEARNING COMPANY**	**8,287.10**	8,287.10	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0676	**SAVVAS LEARNING COMPANY**	**135,492.14**	135,492.14	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0677	**SAVVAS LEARNING COMPANY**	**128,569.78**	128,569.78	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0678	**SAVVAS LEARNING COMPANY**	**22,750.75**	22,750.75	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0679	**SAVVAS LEARNING COMPANY**	**121,647.43**	121,647.43	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0681	**SAVVAS LEARNING COMPANY**	**65,850.46**	65,850.46	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0682	**SAVVAS LEARNING COMPANY**	**82,582.63**	82,582.63	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0685	**SAVVAS LEARNING COMPANY**	**10,149.23**	10,149.23	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &

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U64R0686	**SAVVAS LEARNING COMPANY**	**53,233.68**	53,233.68	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64R0691	**SAVVAS LEARNING COMPANY**	**11,375.39**	11,375.39	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &
U64S0087	**SCHEIN INC., HENRY**	**543.06**	543.06	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64R0517	**SCHOLASTIC INC.**	**258.79**	258.79	0168000910 5880	GI/LCFF-CONCENTRATION/INSTR / OTHER
U64R0522	**SCHOLASTIC INC.**	**296.03**	296.03	0124000910 4210	LO/LCFF-CONCENTRATION/INSTR / BOOKS AND
U64R0577	**SCHOLASTIC INC.**	**470.53**	470.53	0132381010 5880	OR/ECIA1/INSTR / OTHER OPERATING EXPENSES
U64T0221	**SCHOOL HEALTH CORPORATION**	**1,500.00**	1,500.00	0164750110 5805	PD/DISTRICT PD/INSTR / INSTRUCTIONAL PROF
U64S0096	**SCHOOL SPECIALTY INC**	**147.63**	147.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64R0463	**SCP DISTRIBUTORS LLC**	**1,154.93**	1,154.93	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIE
U64T0155	**SEHI COMPUTER PRODUCTS INC**	**239.74**	239.74	0175000010 4310	CVA/INDEPENDENT STUDY/INSTR / INSTRUCTIONA
U64T0161	**SEHI COMPUTER PRODUCTS INC**	**1,305.00**	1,305.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
U64T0181	**SEHI COMPUTER PRODUCTS INC**	**3,167.03**	3,167.03	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
U64T0185	**SEHI COMPUTER PRODUCTS INC**	**2,429.76**	2,429.76	0108750410 4310	IT/TECHNOLOGY/INSTR / INSTRUCTIONAL MATL &
U64T0199	**SEHI COMPUTER PRODUCTS INC**	**1,436.44**	1,436.44	0102102071 4410	SUPT/BRD SUPT / EQUIPMENT - NON-CAPITALIZED
U64T0202	**SEHI COMPUTER PRODUCTS INC**	**13,288.15**	13,288.15	0168381010 4410	GI/TITLE I/INSTR / EQUIPMENT - NON-CAPITALIZED
U64T0203	**SEHI COMPUTER PRODUCTS INC**	**912.07**	912.07	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
U64T0209	**SEHI COMPUTER PRODUCTS INC**	**200.06**	200.06	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
U64R0783	**SHRM**	**264.00**	264.00	0104104072 5310	CERT HR/GENL ADM / DUES AND MEMBERSHIPS
U64R0485	**SIERRA SCHOOL EQUIPMENT COMPAN**	**16,848.54**	16,848.54	0122140027 4410	MA/SCH ADM / EQUIPMENT - NON-CAPITALIZED
U64R0456	**SIGLER INC., RUSSELL**	**2,156.26**	815.29	0132235081 4410	OR/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
			1,340.97	0135235081 4410	DALE/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
U64R0680	**SIGLER INC., RUSSELL**	**2,585.89**	2,585.89	0142235081 4410	OXFORD/HVAC/MO / EQUIPMENT - NON-CAPITALIZ
U64R0500	**SKETCHFORSCHOOLS PUBLISHING**	**1,441.37**	1,441.37	0137439015 4310	SY/PROP 28:ARTS AND MUSIC/VAPA /

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/17/2024 **FROM 08/29/2024 TO 10/06/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64R0614	**SMITH WALBRIDGE BAND PRODUCTS**	**1,023.92**	1,023.92	0123439015 4410	SA/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64T0174	**SNO SITES**	**500.00**	500.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
U64R0645	**SOCALGRAD**	**9,590.23**	9,590.23	0124066027 4320	LO/GRADUATION/SCHL ADMIN / OTHER OFFICE/MIS
U64R0721	**SOCALGRAD**	**478.14**	478.14	0175140027 4320	CVA/INDEPENDENT STUDY/ADMIN / OTHER
U64T0166	**SOFTWARE 4 SCHOOLS**	**569.00**	569.00	0147000910 5880	HOPE/LCFF-CONCENTRATION/INSTR / OTHER
U64T0195	**SOFTWARE 4 SCHOOLS**	**569.00**	569.00	0137000910 5580	SY/LCFF-CONCENTRATION/INSTR / SANITATION
U64T0180	**SOLOTECH US CORP**	**4,502.87**	4,502.87	0142025040 4410	OXFORD/ANCIL / EQUIPMENT - NON-CAPITALIZED
U64R0551	**SOUTH COAST AIR QUALITY**	**1,192.80**	707.00	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
			485.80	0150230081 5880	ADMIN/GENERAL/MO / OTHER OPERATING EXPENS
U64R0667	**SOUTHEASTERN PERFORMANCE APPAR**	**1,138.35**	1,138.35	0132008015 4310	OR/VOC MUSIC/VAPA / INSTRUCTIONAL MATL &
U64R0718	**SOUTHEASTERN PERFORMANCE APPAR**	**2,786.17**	2,786.17	0125008015 4310	KA/VOC MUSIC/VAPA / INSTRUCTIONAL MATL &
U64R0654	**SOUTHWEST SCHOOL AND OFFICE SU**	**55.26**	55.26	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
U64R0780	**SOUTHWEST SCHOOL AND OFFICE SU**	**395.28**	395.28	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
U64R0781	**SOUTHWEST SCHOOL AND OFFICE SU**	**277.97**	277.97	0132452510 4310	OR/CA COMM SCHOOLS/INSTR / INSTRUCTIONAL
U64R0782	**SOUTHWEST SCHOOL AND OFFICE SU**	**395.51**	395.51	0147257027 4320	SEVER HDCP/SCH ADM/SEV / OTHER OFFICE/MISC
U64A0175	**SPEECH AND LANGUAGE**	**61,950.88**	61,950.88	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0176	**SPEECH AND LANGUAGE**	**67,141.49**	67,141.49	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0177	**SPEECH AND LANGUAGE**	**121,905.04**	121,905.04	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0178	**SPEECH AND LANGUAGE**	**82,327.60**	82,327.60	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0179	**SPEECH AND LANGUAGE**	**109,818.20**	109,818.20	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0180	**SPEECH AND LANGUAGE**	**117,422.18**	117,422.18	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64R0449	**STAPLES ADVANTAGE**	**613.53**	613.53	0117381021 4320	INSTR SERV/TITLE I/INSTR SUPVR / OTHER
U64R0524	**STAPLES ADVANTAGE**	**265.38**	265.38	0117752221 4320	INSTR SVC/MECCA/INSTR SUPV / OTHER OFFICE/MI

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/17/2024 **FROM 08/29/2024 TO 10/06/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64R0560	**STAPLES ADVANTAGE**	**503.62**	503.62	0120261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
U64R0569	**STAPLES ADVANTAGE**	**468.51**	468.51	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
U64R0615	**STAPLES ADVANTAGE**	**888.94**	888.94	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
U64R0616	**STAPLES ADVANTAGE**	**432.76**	432.76	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
U64R0617	**STAPLES ADVANTAGE**	**162.23**	162.23	0120272511 4310	AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL &
U64R0784	**STAPLES ADVANTAGE**	**84.62**	84.62	0140002010 4310	SOUTH/BUS ED/INSTR / INSTRUCTIONAL MATL &
U64R0613	**STEVE WEISS MUSIC**	**252.39**	252.39	0122439015 4310	MA/PROP 28:ARTS AND MUSIC/VAPA /
U64C0025	**SUNBELT RENTALS INC.**	**738.25**	738.25	0135230081 5620	DALE/GENERAL/MO / RENTALS/OPERATING LEASES
U64R0489	**SUNBELT RENTALS INC.**	**3,789.84**	3,789.84	0150235081 5620	ADMIN/HVAC/MO / RENTALS/OPERATING LEASES
U64R0640	**SUNBELT RENTALS INC.**	**3,789.84**	3,789.84	0150235081 5620	ADMIN/HVAC/MO / RENTALS/OPERATING LEASES
U64R0716	**SWEETWATER SOUND**	**1,123.83**	422.38	0127439015 4310	KE/PROP 28:ARTS AND MUSIC/VAPA /
			701.45	0127439015 4410	KE/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64X0411	**SWIFT CLEANERS**	**2,000.00**	2,000.00	0125751681 5560	KA/ATHLETICS/M & O / LAUNDRY
U64T0171	**SWIVL INC**	**880.00**	880.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
U64T0204	**T MOBILE**	**10,828.51**	5,300.00	0117452550 4320	IS/CA COMM SCHOOLS (CCSPP) / OTHER OFFICE/MIS
			5,528.51	0117750121 4320	IS/DISTRICT PD/SUPV INSTR / OTHER OFFICE/MISC
U64T0189	**TEACHERS' CURRICULUM INSTITUTE**	**289.00**	289.00	0125000910 5880	KA/LCFF-CONCENTRATION/INSTR / OTHER
U64T0191	**TECHSMITH**	**8,295.83**	8,295.83	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
U64R0649	**TEXAS FINE ARTS ADMIN INC.**	**225.00**	225.00	0185439015 5210	ARTS ED/PROP 28/VAPA / TRAVEL AND CONFERENC
U64A0151	**THE UPWARD BOUND SCHOOL INC.**	**89,340.00**	89,340.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0152	**THE UPWARD BOUND SCHOOL INC.**	**91,820.00**	91,820.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0153	**THE UPWARD BOUND SCHOOL INC.**	**94,520.00**	94,520.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64R0582	**THEATREFOLK LTD.**	**258.60**	258.60	0122439015 5880	MA/PROP 28:ARTS AND MUSIC/VAPA / OTHER

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/17/2024 **FROM 08/29/2024 TO 10/06/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64R0493	**TIME AND ALARM SYSTEM**	**1,330.98**	1,330.98	0110231081 4410	MAINTENANCE/ELEC/MO / EQUIPMENT - NON-
U64T0187	**TOBII DYNAVOX LLC**	**4,736.20**	4,736.20	0147000910 5880	HOPE/LCFF-CONCENTRATION/INSTR / OTHER
U64S0093	**TORRINGTON BRUSH WORKS INC**	**621.55**	621.55	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64R0492	**TURF STAR INC**	**1,639.79**	1,639.79	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
U64R0543	**TURF STAR INC**	**1,858.24**	46.06	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
			1,812.18	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
U64R0713	**TURNING WINDS**	**12,018.76**	12,018.76	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64T0165	**TURNITIN LLC**	**7,054.56**	7,054.56	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
U64T0211	**TYPING.COM LLC**	**972.00**	972.00	0125000910 5880	KA/LCFF-CONCENTRATION/INSTR / OTHER
U64X0420	**U S BANK**	**4,000.00**	4,000.00	0131013010 4310	BR/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIE
U64X0427	**U S BANK**	**3,000.00**	3,000.00	0125013010 4310	KA/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIE
U64R0556	**UC REGENTS**	**698.00**	698.00	0111220081 5210	OPERATIONS - GENERAL / TRAVEL AND
U64C0034	**ULINE**	**618.59**	618.59	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
U64R0537	**ULINE**	**187.36**	187.36	0121000927 4320	WES/LCFF (EIA)/SCH ADM / OTHER OFFICE/MISC
U64R0630	**ULINE**	**2,836.20**	2,836.20	0127439015 4310	KE/PROP 28:ARTS AND MUSIC/VAPA /
U64R0668	**ULINE**	**1,877.34**	1,877.34	0147000927 4320	HOPE/LCFF-CONCENTRATION/SCH AD / OTHER
U64R0719	**ULINE**	**2,239.44**	2,239.44	0164913510 4310	PD/MACC/INSTRUCTION / INSTRUCTIONAL MATL &
U64T0170	**UNITED STATES ACADEMIC DECATHL**	**750.00**	750.00	0127086010 5880	KE/ACADEMIC DECATHALON / OTHER OPERATING
U64R0720	**UPROAR THEATRICS**	**3,070.88**	3,070.88	0122439015 5880	MA/PROP 28:ARTS AND MUSIC/VAPA / OTHER
U64R0791	**VARITRONICS**	**700.32**	700.32	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64T0188	**VARITRONICS**	**1,173.58**	1,173.58	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64T0219	**VEX ROBOTICS INC**	**35,677.88**	35,677.88	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
U64R0538	**VISION COMMUNICATIONS CO.**	**3,975.98**	3,975.98	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/17/2024 **FROM 08/29/2024 TO 10/06/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64R0694	**VORTEX INDUSTRIES INC**	**2,307.50**	2,307.50	0142230081 5610	OXFORD/GENERAL/MO / REPAIRS/MAINT - O/S
U64R0516	**VOYAGER SOPRIS LEARNING INC.**	**6,476.25**	6,476.25	0164925010 4110	PD/CALI READS (SPDG)/INSTR / APPROVED
U64R0741	**WASHINGTON MUSIC CENTER**	**2,882.31**	495.92	0127439015 4310	KE/PROP 28:ARTS AND MUSIC/VAPA /
			2,386.39	0127439015 4410	KE/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64C0032	**WEATHERPROOFING TECHNOLOGIES I**	**3,880.00**	3,880.00	0125241081 5610	KA/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
U64R0693	**WELLNESS TOGETHER INC.**	**1,583.00**	1,583.00	0161385010 5210	PO/TITLE IV/INSTR / TRAVEL AND CONFERENCE
U64R0612	**WENGER CORP**	**153.00**	153.00	0128439015 4310	CY/PROP 28:ARTS AND MUSIC/VAPA /
U64R0646	**WEST SHIELD ADOLESCENT SERVICE**	**5,144.51**	5,144.51	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
U64R0488	**WESTCOR ENVIRONMENTAL INC**	**2,868.00**	2,868.00	0160549031 5610	WAYMAKERS GRANT / REPAIRS/MAINT - O/S
U64R0740	**WHOLESALE CHESS LLC**	**872.18**	872.18	0140452510 4310	SO/CA COMM SCHOOLS/INSTR / INSTRUCTIONAL
U64X0421	**WINZER**	**1,000.00**	1,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
U64R0626	**WOODBRIDGE HIGH SCHOOL ASB**	**1,125.00**	1,125.00	0128439015 5880	CY/PROP 28:ARTS AND MUSIC/VAPA / OTHER
U64R0568	**YENNIS PARTY RENTALS INC.**	**149.04**	149.04	0153752140 5620	COLOR & LIGHT/ANCIL / RENTALS/OPERATING
U64A0148	**YOUTH CARE OF UTAH INC**	**268,280.00**	226,300.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			41,980.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0149	**YOUTH CARE OF UTAH INC**	**264,100.00**	226,300.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			37,800.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64A0157	**YOUTH CARE OF UTAH INC**	**264,100.00**	226,300.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			37,800.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
U64T0163	**ZONES**	**322.17**	322.17	0185439015 4310	ARTS ED/PROP 28/VAPA / INSTRUCTIONAL MATL &

Fund 01 Total:	**24,750,388.66**
Fund 14 Total:	**41,350.55**
Fund 40 Total:	**4,358,112.89**
Fund 45 Total:	**1,058.00**

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/17/2024 **FROM 08/29/2024 TO 10/06/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION

Total Amount of Purchase Orders: 29,150,910.10

ANAHEIM UHSD

EXHIBIT MMM

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 10/17/2024

FROM 08/29/2024 TO 10/06/2024

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64A0194	**BACKHAUS DANCE**	**7,000.00**	+4,000.00	0153385010 5805	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL PROF
T64R1996	**MIKE'S CUSTOM FLOORING INC**	**5,792.39**	+728.38	0134233081 5610	WA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
T64R2039	**SCHOOL SPECIALTY INC**	**1,738.52**	+208.16	0153385510 4310	TITLE IV-ST IRENAEUS/INSTR / INSTRUCTIONAL MAT
T64R2119	**KING OFFICE SERVICES**	**6,526.00**	+3,073.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
T64X0343	**GREATER ANAHEIM SELPA**	**11,691,040.00**	+1,014,656.00	7600564090 7500	WARRANT/PASS THRU / FUNDS DISTRIBUTED TO
U64A0010	**AD-WEAR AND SPECIALTY OF TEXAS**	**6,609.82**	+609.82	0142027010 4310	OXFORD/PHYS ED/INSTR / INSTRUCTIONAL MATL &
U64A0046	**ROMERO, OSAEL**	**6,802.00**	+3,401.00	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
U64R0027	**SCHORR METALS INC**	**1,321.32**	+1,321.32	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
U64R0205	**ACSA REGION XVII**	**400.00**	+100.00	0102102071 5310	SUPT/BRD SUPT / DUES AND MEMBERSHIPS
U64R0242	**BARNES AND NOBLE**	**4,891.80**	+12.60	0121000910 4210	WE/LCFF-CONCENTRATION/INSTR / BOOKS AND
U64R0250	**AMAZON CAPITAL SERVICE**	**259.00**	+9.84	0124000927 4320	LO/LCFF (EIA)/SCH ADMIN / OTHER OFFICE/MISC
U64R0409	**ALONTI CAFE AND CATERING**	**527.61**	+104.47	0160750110 5880	SCHL MNTL HLTH/S&C (GOAL 1.1a) / OTHER
U64R0417	**AMAZON CAPITAL SERVICE**	**1,727.82**	-377.43	0160750110 4310	SCHL MNTL HLTH/S&C (GOAL 1.1a) / INSTRUCTIONAL
U64R0438	**AMAZON CAPITAL SERVICE**	**229.48**	+32.54	0152152030 4320	PUPIL TEST/TEST / OTHER OFFICE/MISC SUPPLIES
U64S0032	**SOUTHWEST SCHOOL AND OFFICE SU**	**76,615.08**	+10.34	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64S0035	**WAXIE SANITARY SUPPLY**	**4,839.05**	-5,412.49	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64S0039	**OFFICE SOLUTIONS BUSINESS PROD**	**510.74**	-1,123.29	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64S0076	**SOUTHWEST SCHOOL AND OFFICE SU**	**8,562.22**	+314.58	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64T0066	**CDW GOVERNMENT INC.**	**92,274.00**	-17,199.00	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
U64X0115	**FIVE STAR RUBBER STAMP INC**	**3,500.00**	+1,000.00	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
U64X0228	**J.W. PEPPER AND SON INC.**	**3,000.00**	+1,000.00	0142439015 4310	OX/PROP 28:ARTS AND MUSIC/VAPA / INSTRUCTIONA
U64X0229	**MOREY'S MUSIC STORE**	**5,000.00**	+2,000.00	0142439015 4310	OX/PROP 28:ARTS AND MUSIC/VAPA / INSTRUCTIONA
U64X0410	**NORTH ORANGE COUNTY REGIONAL**	**48,000.00**	+28,000.00	0152544010 5805	CITY OF ANAHEIM WORKFORCE GRAN /

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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES MEETING 10/17/2024

FROM 08/29/2024 TO 10/06/2024

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
	Fund 01 Total:		**21,813.84**		
	Fund 76 Total:		**1,014,656.00**		
	Total Amount of Change Orders:		**1,036,469.84**		

VENDOR CHECK REGISTER
August 29, 2024 through October 06, 2024

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
123 OFFICE SOLUTION INC.	V6411643	9320	26,021.63	00199271
360DTii LLC	V6414513	4310	11,227.10	00199378
		4320	1,353.30	00199378
A 1 FENCE COMPANY	V6408537	4355	772.84	00199083
		5610	2,074.00	00199083
A U H S D FOOD SERVICE DEPT	V6400023	4390	73.61	00199084
			63.10	00199665
			172.40	00200016
		5880	1,865.76	00199416
A Z BUS SALES INC.	V6400025	4376	648.96	00199321
			193.61	00199666
		4385	105.06	00199562
AAA ELECTRIC MOTOR SALES	V6400033	4355	467.49	00199085
			17.35	00199272
			160.46	00199563
			79.58	00199600
			574.88	00199667
			755.28	00199958
AARDVARK CLAY AND SUPPLIES INC	V6400035	6490	6,472.67	00199086
ABU KHALAF, ZINEH	V6412791	5220	30.82	00199564
ACOSTA, ANGEL	V6415037	5210	1,754.70	00199087
ACQUIRE TO THRIVE LLC	V6415768	5560	348.79	00200017
ACS BILLING SERVICE	V6400072	5580	4,498.00	00199601
ACSA FOUNDATION FOR EDUC. ADMIN.	V6400076	5210	679.00	00199446
		5310	8,734.56	00199668
ADA SPORTS BADMINTON AND TENNIS	V6411947	4310	2,098.00	00199806
ADI	V6400095	4355	584.89	00199088
			874.52	00199274
			730.95	00199566
ADORAMA	V6411023	4320	61.40	00199919
		4410	27.57	00200018
AD-WEAR AND SPECIALTY OF TEXAS INC	V6415001	4310	10,644.09	00199273
			2,364.32	00199565
			1,518.20	00199602
			24,012.09	00199669
			9,095.99	00199778
			1,062.85	00199918
AGILE OCCUPATIONAL MEDICINE PC	V6415577	5810	1,625.00	00199807
AGRI TURF DISTRIBUTING LLC	V6412836	4347	1,934.20	00199089
			2,238.21	00199275
			280.15	00199447
			1,536.99	00199959
AGUINAGA GREEN INC	V6412753	4347	323.11	00199670
			111.01	00200019
AGUIRRE, ROXANNE	V6414489	5220	40.00	00199862
AIREMASTERS AIR CONDITIONING	V6405365	6269	1,317,195.37	00199779
			362,401.11	00200020

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
AIRSUPPLY TOOLS INC.	V6412933	4375	2,360.66	00199090
			1,042.98	00199276
			585.08	00199567
			1,420.53	00199960
		9320	58,856.28	00199090
			1,780.12	00199276
			657.43	00199671
			103.78	00199960
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	215.50	00199603
			363.76	00199920
ALONTI CAFE AND CATERING	V6413206	5881	527.61	00199767
ALT REV CASH FUND	V6405194	4310	3,246.32	00199491
		4320	1,680.83	00199491
		4347	901.47	00199491
		4390	680.09	00199491
		5210	194.59	00199491
AMAZON CAPITAL SERVICE	V6410684	4310	7,904.82	00199091
			724.32	00199277
			29.08	00199417
			812.54	00199568
			796.44	00199672
			2,453.39	00199808
			288.39	00199961
		4320	100.80	00199417
			96.96	00199568
			766.20	00199672
			575.28	00199961
		4347	324.24	00199961
		4355	180.24	00199091
		4410	699.30	00199961
AMAZON WEB SERVICES INC.	V6412894	5880	59.07	00199278
AMERICAN MULTI-CINEMA INC	V6415741	5620	1,880.00	00199448
AMERICAN TIME	V6410391	4355	693.11	00199604
ANAHEIM LAWNMOWER SHOP	V6415640	5610	876.49	00199673
		5630	613.89	00199673
ANAHEIM RESTAURANT SUPPLIES	V6411799	4410	5,816.35	00200001
		5610	400.00	00200001
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	39,809.04	00199569
			39,809.04	00199674
ANIXTER	V6400294	4355	2,001.57	00199092
			31.80	00199279
			1,177.92	00199322
			324.45	00199605
			564.94	00199675
AP CONSTRUCTION GROUP INC	V6415026	6269	944,651.00	00199890
			242,309.16	00200021
APOLLO PRINTING AND GRAPHICS	V6410446	5810	355.58	00199921
		5880	1,851.15	00199093
APPLE INC	V6400319	4310	128.22	00199094
			25,926.60	00199676
			354.50	00199809
		4320	2,047.38	00199676
			405.17	00199809
		4410	107,484.31	00199094

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
APPLE INC (CONTINUED)			5,131.27	00199280
			1,846.92	00199676
			7,447.92	00199809
ARBITERSPORTS LLC	V6415047	5810	20,000.00	00200002
ARROW SERVICES INC	V6412839	5580	1,811.52	00199281
			860.51	00199606
			806.00	00199863
		5610	1,512.80	00199281
ART SUPPLY WAREHOUSE	V6400350	4310	477.74	00199922
ARVIZU, MARIBEL	V6414272	5210	127.38	00200022
ASSOCIATED BUSINESS PRODUCTS	V6400369	5610	177.81	00199095
			77.02	00199449
AT AND T	V6400374	5918	53.64	00199769
			19.23	00199923
	V6406157	5918	31.41	00199282
			2,646.89	00199570
			14,120.83	00199677
			2,593.25	00199768
AT AND T MOBILITY	V6409270	5880	907.83	00199770
ATKINSON ANDELSON LOYA RUUD	V6400383	5210	219.00	00199607
ATTAINMENT CO. INC.	V6400391	4110	7,939.75	00199283
AUDIO DYNAMIX INC	V6407736	4310	613.10	00199678
		4410	2,688.36	00199678
AVID CENTER	V6400410	5210	1,350.00	00199450
			1,350.00	00199924
AVILA, MONSERRAD	V6414711	5220	34.63	00199451
AWARDS BY PAUL	V6400412	4310	604.48	00199418
B AND H PHOTO VIDEO INC	V6400422	4310	3,548.74	00199096
			3,124.70	00199323
		4320	531.85	00199096
		4347	18,456.67	00199096
			437.51	00199419
		4410	1,540.64	00199096
			3,389.82	00199323
		6490	6,065.25	00199419
		9320	401.15	00199096
B AND K ELECTRIC WHOLESALE	V6400623	4355	486.33	00199097
			90.21	00199284
			594.59	00199324
			312.84	00199864
B AND M LAWN AND GARDEN INC	V6400423	4347	2,270.01	00199098
			237.58	00199285
			620.02	00199452
			680.59	00199679
			113.01	00199865
			473.85	00199925
			150.39	00200023
		4410	771.79	00200023
		5610	180.00	00200023
BACH COMPANY, THE	V6407748	4310	571.80	00199571
			6,053.39	00199680
BACKHAUS DANCE	V6415235	5805	4,000.00	00200003

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
BARNES AND NOBLE	V6400450	4110	19,647.15	00199681
		4210	1,085.25	00199134
			8,694.78	00199681
		4310	264.52	00199134
BAVCO	V6407678	4355	369.45	00199135
BCT ENTERTAINMENT	V6406302	4347	312.99	00199136
BEACON DAY SCHOOL	V6409269	5860	136,383.28	00199780
BEAN, AMANDA	V6409023	5210	683.10	00200024
BECK'S CONSTRUCTION SERVICE	V6415291	6291	10,950.00	00199682
BEE BUSTERS	V6400472	5610	125.00	00199137
			125.00	00199781
BELSKI, BRIAN	V6407692	4410	121.01	00199211
BERBER, HAYDEE	V6413448	5220	34.99	00199683
BERTRAND'S MUSIC	V6412730	4310	562.75	00199420
			15,980.08	00199810
		4410	16,949.87	00199810
BEST CONTRACTING SERVICES INC.	V6409909	6216	679,692.70	00199664
BEST PRICE APPLIANCE CORPORATION	V6414367	5610	175.00	00199212
BEST-VIP CHAUFFEURED WORLDWIDE	V6414620	5620	1,352.83	00199379
			6,331.22	00199572
			1,352.83	00199684
			8,387.51	00199962
BILLINGS, JANICE	V6402265	3701	1,899.60	00199492
BIOMETRICS4ALL INC	V6409224	4320	275.00	00199926
		4410	697.28	00199926
BJ BINDERY	V6411113	5810	20,160.00	00200025
BLICK ART MATERIALS LLC	V6401357	4310	10,439.35	00199138
			2.53	00199453
			1,511.12	00199685
			1,871.71	00199811
			565.84	00199963
		4410	2,058.03	00199138
		9320	1,449.22	00199138
BLUUM USA INC.	V6404796	4410	21,400.50	00199686
BPS SUPPLY GROUP	V6400476	4347	200.48	00199139
		4355	331.15	00199139
BRAZER EDUCATION CONSULTING LLC	V6413761	5810	8,083.36	00199380
BREAKER DEPOT INC	V6414217	4355	48.49	00199140
BRIDGEPORT GOLF CARS	V6413224	5610	398.00	00199286
BRISK LABS CORP	V6415675	5880	7,598.15	00199287
BROWN, GARY	V6407729	5210	1,755.66	00199099
BSN SPORTS	V6400615	4310	5,357.82	00199141
		4410	3,571.54	00199812
BSN SPORTS LLC	V6412536	4310	2,813.69	00199142
			208.84	00199573
			2,117.13	00199687
		4410	7,652.69	00199142
		6490	6,362.38	00199813
		9320	3,509.20	00199288
BUDDY'S ALL STARS INC	V6406311	4310	2,014.49	00199143
			1,165.32	00199688
		5630	12,486.00	00200026
		9320	1,479.95	00199143

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
BULK BOOKSTORE	V6414414	4210	1,062.07	00199144
			9,741.62	00199289
BUSWEST	V6407892	4376	75.07	00199145
			567.83	00199689
		4385	211.90	00199325
C TECH CONSTRUCTION INC.	V6410905	5610	983.66	00199927
C.I. SERVICES, INC.	V6415605	6216	34,252.25	00199574
			19,665.00	00199891
CABRERA, CANDACE	V6414734	5220	86.43	00199454
CADA CENTRAL	V6400658	5210	625.00	00199575
			525.00	00199690
			525.00	00199814
CAL BUILDING SYSTEMS INC	V6412620	5610	63,378.00	00199455
			4,490.00	00199691
CALDERON, MARISA	V6411402	5210	711.25	00199213
CALIFORNIA CANOPY	V6414190	4310	628.25	00200027
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	1,428.00	00199866
CALIFORNIA EDUCATIONAL THEATRE	V6415757	5210	494.37	00199928
CALIFORNIA PLUMBING PARTS	V6412567	4355	368.16	00199146
			1,536.62	00199290
			182.01	00199381
			246.42	00199576
			1,646.85	00199964
			1,182.06	00200004
CALIFORNIA YELLOW CAB	V6413351	5870	83.40	00199815
CAMBEROS, MARGARITO	V6414263	5220	63.31	00199456
CAMERA TECH REPAIRS	V6400739	5610	900.00	00199147
CARDIO PARTNERS	V6415562	4310	89.91	00199771
CAREER LAUNCH	V6414304	4110	52,032.48	00199148
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	68.98	00199149
CART MAN INC, THE	V6404668	4347	307.99	00199214
			770.97	00199291
		5630	256.64	00199214
CASE AND SONS CONSTRUCTION INC	V6400796	6274	124,165.00	00199150
CASILLAS, ROBYN	V6412036	5220	131.99	00199382
			155.44	00199692
CDW GOVERNMENT INC.	V6400819	4410	16,682.73	00199693
			7,668.70	00199929
		5880	7,870.00	00200028
CEMEX	V6404364	4355	1,105.47	00199577
CENGAGE LEARNING	V6404723	4110	128,824.40	00199151
			6,184.30	00199457
CERTIFIX LIVE SCAN	V6414255	5880	350.00	00199326
CHAVEZ, ARACELI	V6408992	5210	1,153.89	00199327
			130.42	00199458
CI SOLUTIONS	V6412744	4320	1,695.53	00199816
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	80,417.68	00199965
			38,414.00	00200029
CISNEROS, JACQUELINE	V6414702	5210	77.05	00200030
CITY OF ANAHEIM	V6400957	5520	195,436.43	00199328
			75,767.59	00199421
			51,393.54	00199578
			56,961.47	00199694
			51,619.43	00199867

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
CITY OF ANAHEIM (CONTINUED)			120,788.46	00200031
		5530	66,197.98	00199328
			26,544.96	00199421
			5,439.94	00199578
			10,980.40	00199694
			15,106.85	00199867
			27,652.76	00200031
		5580	31,681.30	00199328
			11,356.32	00199421
			4,981.98	00199578
			7,471.54	00199694
			4,429.04	00199867
			14,693.56	00200031
		5880	1,086.36	00199930
CITY OF BUENA PARK	V6400958	5530	7,763.19	00199579
		5580	2,323.44	00199579
CLAIM RETENTION SERVICES INC.	V6408940	5810	2,250.00	00199329
			2,250.00	00200032
CLASS TECHNOLOGIES INC	V6414330	5880	9,500.00	00199459
CLEAN OUT KINGS	V6413766	5610	17,643.72	00199152
			3,800.00	00200033
		6267	7,280.00	00199383
COLLAR, JASON	V6415118	5210	1,179.99	00199695
COLLEGE BOARD	V6401012	5210	175.00	00199817
COMMERCIAL ROOFING SYSTEMS INC	V6413072	6126	135,850.38	00199782
COMPLETE ACCESS SOLUTIONS	V6415052	5610	1,000.00	00199153
COMPLETE OFFICE OF CA	V6411539	9320	18,630.60	00199215
			97.06	00199292
			1,963.46	00199422
			299.90	00199696
COOKE, MARYJO	V6407036	5880	249.56	00199384
COPPLE, JOHN	V6413310	4310	1,756.86	00199385
CORTEZ, NANCY	V6408048	5880	1,610.86	00199216
CPR1 LLC	V6412104	4320	2,118.63	00199293
			181.60	00199931
CRAWFORD, BINDY	V6414550	4310	200.49	00199697
CRISP IMAGING	V6408990	5880	1,616.25	00199698
CROWD CONTROL WAREHOUSE LLC	V6412823	4410	1,978.78	00199818
CROWN LIFT TRUCKS	V6412285	5610	178.12	00199217
			2,733.50	00199294
CUSTOMLANYARDS4ALL	V6413985	4310	376.00	00199154
DAKTRONICS	V6408432	4355	387.90	00199218
DAVID ROBERT LOPEZ JR	V6415653	4310	5,000.00	00200034
DB SERVICE CENTER LLC	V6411405	4347	234.85	00199868
DECKER INC	V6401302	4410	771.15	00199219
DEL SOL SCHOOL	V6411308	5860	13,654.00	00199966
			10,052.00	00200035
DELTAMATH SOLUTIONS INC	V6414374	5880	2,380.00	00199460
DEMCO INC	V6401318	4315	186.90	00199220
DESIGNS BY MARINA	V6401334	5880	402.13	00199155
DHARMA TRADING CO.	V6415251	9320	96.31	00199221
DIVISION OF THE STATE ARCHITECT	V6411414	6210	14,838.40	00199386
		6269	22,195.02	00199892
DLR GROUP INC	V6414501	6212	115,300.00	00199783

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
DMC ENGINEERING	V6406485	6212	20,017.04	00199699
DOSAL, PATRICIA	V6415751	5230	500.00	00199387
DOT PERFECT DESIGN	V6415736	4310	1,500.00	00199580
DUNN EDWARDS PAINTS	V6401448	4355	28.78	00199222
			2,354.54	00199330
E.B. BRADLEY COMPANY	V6401456	4355	144.57	00199295
			104.77	00199932
ECONOMY RENTALS INC	V6401478	5620	584.70	00199296
			740.00	00199581
EIDE BAILLY LLP	V6413546	5820	7,000.00	00199223
EL PARTNER CATERING	V6414298	5880	900.00	00199608
		5881	1,400.00	00200005
ENCYCLOPEDIA BRITANNICA INC.	V6401585	5880	17,750.00	00199331
EPIC SPORTS	V6408383	4310	306.77	00199332
EPL SOLUTIONS	V6411205	4355	1,181.51	00199297
		5610	500.00	00199297
ESCOE, BARRY	V6400453	3701	2,650.20	00199700
ESCOTO, BRYANT	V6415694	5220	6.03	00199298
EWING IRRIGATION PRODUCTS	V6401634	4347	1,070.04	00199299
			185.56	00199333
			170.49	00199582
			914.66	00199772
EXPLORELEARNING LLC	V6412055	5880	82,476.00	00199784
FARMERS AND MERCHANTS BANK	V6412156	5880	7,331.62	00199701
FARONICS TECHNOLOGIES USA INC	V6405186	5610	5,409.69	00199334
FEATHER FORCE	V6415661	5610	700.00	00199224
FEDEX	V6401675	5910	135.51	00199156
			93.51	00199335
			236.10	00199583
			218.73	00199612
			186.88	00199893
			100.53	00200036
FERGUSON ENTERPRISES INC	V6409823	4355	280.78	00199225
			353.21	00199300
			57.90	00199388
			68.83	00199532
			599.36	00199933
FERNANDO MEDINA-CRUZ	V6415746	5220	2.35	00199157
FHEG CYPRESS COLLEGE BOOKSTORE	V6412888	4150	1,789.14	00199967
FIELDHOUSE, MARK	V6402986	4310	202.64	00199533
FISHER SCIENCE EDUCATION	V6401697	4310	134.46	00199389
FIVE STAR RUBBER STAMP INC	V6405116	4320	205.07	00199158
			16.66	00199390
			36.48	00199613
			74.74	00199702
FLANAGAN, ZORAH	V6415008	5220	13.40	00199703
FLEET SERVICES INC	V6405625	4370	1,768.89	00199934
		4375	54.96	00199336
		4376	564.53	00199336
			1,623.61	00199493
		4385	(221.43)	00199336
			1,004.53	00199934
			48.90	00200037
		5610	935.70	00199159

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
FLINN SCIENTIFIC INC	V6401708	4310	10,406.69	00199226
			2,938.50	00199935
FONG, CATHY	V6408093	5210	1,320.60	00199936
FORD, CALLIE	V6414294	5220	46.90	00199423
FOSTER & FOSTER INC.	V6415767	5810	3,000.00	00199937
FOUNDATION BUILDING MATERIALS LLC	V6414185	4355	2,118.26	00199301
			5,068.97	00199938
			525.79	00199968
FOUNDATION FOR KOREAN LANGUAGE AND	V6410559	4110	11,642.90	00199494
FREDDY MEDINA OCASIO	V6415762	5210	1,536.46	00199773
FREESTYLE PHOTOGRAPHIC SUPPLIES	V6401761	4310	1,867.58	00199939
FRENCH BOOKS ONLINE	V6415495	4210	391.75	00199337
FUJIMOTO, DIANA	V6401342	5210	95.26	00199461
FULLERTON FORD	V6414336	4370	189.72	00199495
		4376	262.96	00199160
FUTURE SHREDDING INC	V6414221	5610	273.00	00199338
			315.00	00200038
GALARZA, PETRA	V6412454	5210	1,957.53	00199161
GANAHL LUMBER CO	V6401804	4355	1,165.85	00199227
			308.83	00199339
			772.34	00199391
			115.75	00199462
			489.18	00199534
			155.87	00199614
			3,993.77	00199819
			499.94	00199969
		4410	787.92	00199614
GARCIA, JORDANNE	V6411753	5220	208.00	00199392
	V6415650	5210	1,179.99	00199162
GAS COMPANY, THE	V6404372	5510	635.92	00199340
			7,974.52	00199496
		5880	13.00	00199615
GENERAL INDUSTRIAL TOOL AND SUPPLY	V6401833	9320	2,486.70	00199163
			2,175.41	00199970
GENERATION GENIUS INC	V6413581	5880	225.00	00199302
GEOLOGICAL SOCIETY OF AMERICA	V6408007	5210	200.00	00199609
GIAKOUMIS, SABINA	V6409517	4310	1,019.88	00199424
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4320	543.06	00199584
			5,159.07	00199971
		4347	439.89	00199164
			129.30	00199463
			286.56	00199785
			1,425.58	00199971
			26.51	00200039
		4410	6,933.07	00199971
		6490	5,995.32	00199971
		9320	3,142.06	00199164
			5,101.60	00199393
GLENN, JERRY	V6402322	3701	1,048.20	00199497
GOLDEN EMPIRE CONFERENCE	V6415759	5310	2,221.41	00200040
GOLDEN GLASS INC	V6412438	5610	20,978.00	00199972

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
GOLDEN STATE WATER COMPANY	V6408018	5530	43.26	00199616
			56.35	00199617
			27,244.16	00199774
			43,202.47	00199820
GONZALEZ, ALEXANDRIA	V6415747	5220	1.68	00199165
GONZALEZ, OSCAR	V6414186	5210	1,226.51	00199303
GOPHER SPORTS EQUIPMENT	V6401902	4310	3,341.10	00199228
			3,597.29	00199973
GORDON, RICHARD	V6406631	5805	1,000.00	00199425
GRAINGER	V6404982	4355	140.06	00199166
			486.58	00199304
			863.36	00199464
			370.65	00199618
			840.38	00199821
			375.18	00199974
		4385	73.06	00199498
		4410	1,240.44	00199974
GRANITE TELECOMMUNICATIONS LLC	V6415134	5880	7,768.18	00200041
GRAY STEP SOFTWARE INC	V6411851	5210	2,475.00	00199975
GRAYBAR ELECTRIC COMPANY	V6401918	4355	956.30	00199976
GREAT SCOTT TREE SERVICE INC	V6412538	5610	4,795.00	00199167
GREATER ANAHEIM SELPA	V6401927	5805	59,347.79	00199619
		8311	170,553.51	00199305
GROVE, KELLY A.	V6409563	5220	40.20	00199426
GST INC.	V6401950	5880	93.85	00200042
GUERRERO, ALBERT	V6414930	5210	935.69	00199977
H AND H AUTO PARTS WHOLESALE	V6401967	4385	1,011.34	00199978
HANNA ACADEMY	V6415738	5860	27,916.50	00199786
			25,384.00	00199822
HARPST, KRISTIN	V6413313	4310	418.43	00199229
HAUGEN, CRAIG	V6401122	3701	915.90	00199499
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	5,782.13	00199620
HENRY SCHEIN INC.	V6403123	4310	727.63	00199230
		4320	295.44	00199341
HERNANDEZ, CARLOS	V6400767	5210	140.76	00199465
HERNANDEZ, CHARLES	V6411583	5210	2,675.11	00199168
HILLYARD FLOOR CARE SUPPLY	V6402055	4347	704.20	00200043
HOANG, VY HUYEN	V6413272	5220	36.92	00199231
HOME CAMPUS	V6414731	5880	10,489.50	00200044
HOME DEPOT CREDIT SERVICES	V6405234	4320	29.90	00199232
		4347	12.84	00199232
			38.51	00199306
			59.22	00199342
			70.93	00199621
			80.30	00199704
			253.78	00199775
			19.76	00199787
			16.27	00199979
		4355	394.04	00199232
			233.75	00199306
			474.32	00199342
			40.91	00199500
			17.20	00199585
			624.13	00199621

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
HOME DEPOT (CONTINUED)			243.14	00199704
			545.12	00199775
			32.16	00199787
			456.81	00199894
			9.68	00199940
			127.33	00199979
			188.53	00200045
HOTSY EQUIPMENT CO.	V6402080	4347	65.21	00199466
HOWARD INDUSTRIES	V6402088	4355	96.72	00199980
HOWIES ATHLETIC TAPE	V6413284	4310	1,470.28	00199705
		4320	1,144.71	00199981
HUNG, JENNIFER	V6413786	4310	249.36	00199706
ICS SERVICE CO.	V6406452	5610	238.00	00199501
			629.00	00199535
			1,105.00	00200046
IMAGE APPAREL FOR BUSINESS	V6402628	4345	7,587.16	00199233
			5,162.94	00199307
			92.63	00199467
			155.02	00199502
		4388	234.10	00199233
INDUSTRIAL TECHNICAL SERVICES	V6415583	4355	296.38	00199394
INTELESYSONE INC.	V6412444	4320	445.54	00200047
		5880	1,669.00	00199622
INTERNATIONAL E Z UP INC	V6412784	4410	949.77	00199395
J AND B MATERIALS	V6400875	4355	2,842.26	00199169
			4,792.30	00199468
J AND W PRINTING COMPANY LLC	V6414993	4410	3,663.50	00200048
J E HALLIDAY SALES INC	V6413014	4320	3,111.83	00199170
J.W. PEPPER AND SON INC.	V6402214	4310	89.96	00199171
			83.00	00199234
			32.00	00199469
			359.32	00199536
			32.00	00199707
JACKSONS A S BREA F M P	V6406346	4347	580.12	00199235
JASPER ENGINES AND TRANSMISSIONS	V6409131	4370	5,385.35	00199396
JFK TRANSPORTATION CO INC	V6413170	5620	6,575.55	00199623
			4,782.36	00199895
JHM SUPPLY INC.	V6411647	4347	3,402.21	00199236
			440.84	00199343
			3,297.42	00199470
			881.98	00199503
			275.71	00199624
			597.37	00199708
			232.45	00199776
			629.84	00199823
			3,346.02	00200049
		6274	1,916.14	00199537
JOHNSON CONTROLS	V6406981	5880	15,886.00	00199172
JOHNSTONE SUPPLY	V6402415	4355	184.07	00199308
			59.80	00199471
			159.64	00199625
			70.22	00200050

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
JUNIOR LIBRARY GUILD	V6402477	4210	1,829.40	00199472
			2,080.18	00199538
			3,240.43	00199709
		5880	3,419.38	00199538
JUST FOR KIX	V6409557	4310	15,707.89	00199309
JUSTICE TESTING	V6413455	5610	150.00	00199344
			3,996.56	00199710
			150.00	00200051
KANALY, KRISDEE	V6409005	5210	473.84	00200052
KELLY SPICERS INC	V6404405	4320	2,928.78	00199173
			6,652.00	00199982
KEMP, CHRISTINE	V6400923	5220	40.54	00199237
			62.65	00199711
KENNEDY HIGH SCHOOL	V6402571	5810	3,033.75	00200053
KING OFFICE SERVICES	V6414988	5610	3,073.00	00200054
KING, JOSEPH	V6413645	4310	397.67	00199712
		5880	24.00	00199712
KIVA ADVENTURE RANCH LLC	V6415672	5860	16,650.00	00199427
			36,525.00	00199896
KLIEM, ERIN	V6415210	5220	28.14	00199238
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	4,532.00	00199713
KUROIWA, KRISTINA	V6413670	4310	246.48	00199626
LABELL EXCHANGE	V6412680	5918	1,266.06	00199428
LAGUNA CLAY CO.	V6402645	4310	3,610.65	00199174
			439.67	00199627
LANGUAGE NETWORK INC	V6409301	5810	5,186.89	00200055
LARNER, JOHN	V6402395	3702	772.50	00199504
LAVROV, BILLIE	V6412093	5210	95.00	00199983
			117.88	00200056
LE, CAITLIN	V6411725	5220	29.08	00199714
LEADERSHIP INSPIRATIONS	V6413387	5880	1,450.00	00199239
LETNER ROOFING	V6402725	6216	10,218.20	00199824
LEVOIT, STACEY	V6411016	5210	880.00	00199429
LIZARRAGA MIRALDA, RAQUEL	V6413314	5220	59.63	00199240
			29.48	00199715
LOGAN RIVER ACADEMY	V6409188	5860	14,593.28	00199788
			15,467.58	00199825
LOPEZ, CYNTHIA D.	V6407771	5220	35.51	00199716
LUTRON SERVICES CO INC	V6415734	5610	457.05	00199505
MACIAS, LEIDY	V6415016	5220	15.08	00199397
MAGNOLIA HIGH SCHOOL	V6402920	5810	5,412.50	00200057
MAR VAC ELECTRONICS	V6415228	4347	84.30	00199241
MARDAN CENTER OF EDUCATION	V6402945	5860	4,254.63	00199897
MARTINEZ NURSERY	V6415579	4347	275.84	00199242
			661.58	00199506
			720.84	00199628
MC FADDEN DALE HARDWARE CO	V6403056	4347	153.39	00199826
		4355	496.24	00199243
			847.81	00199310
			158.92	00199507
			265.97	00199629
			124.24	00199717
			686.39	00199826
			495.42	00200058

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
MC GRAW HILL EDUCATION INC.	V6411310	4110	25,440.00	00199430
			2,322.00	00200059
MC KESSON MEDICAL SURGICAL INC.	V6403060	9320	1,568.67	00199244
MC LOGAN SUPPLY COMPANY	V6403049	4310	335.17	00199630
MD INSTALLATIONS INT'L INC.	V6410469	5610	1,948.80	00199245
			2,497.00	00199398
MEDCO SUPPLY COMPANY	V6405872	4320	3,511.74	00200060
		9320	329.23	00200060
MEDOLOGY SOLUTIONS INC	V6415089	4370	1,490.00	00199473
MICRO CONNECTORS INC.	V6412826	4320	397.11	00199246
MIDDLETON, EMILY	V6414754	5220	87.98	00199718
MIKE'S CUSTOM FLOORING INC	V6415260	5610	5,792.51	00199941
		6227	59,106.79	00200061
MINGA SOLUTIONS INC	V6415284	5880	13,775.00	00199399
MISSION LINEN SUPPLY	V6411115	4388	161.41	00199247
			161.41	00199345
			161.41	00199719
MISSION PAVING AND SEALING INC	V6403161	6122	173,781.49	00199720
MONTENEGRO, ROBERT	V6403968	3701	805.50	00199721
MONTGOMERY HARDWARE CO.	V6405624	4355	3,646.30	00199248
			1,797.92	00199346
			703.51	00199474
			271.57	00199631
MOR EVENTS	V6415654	5880	2,570.00	00199249
			1,530.00	00199400
MORENO, GEORGE	V6414152	5210	50.00	00199984
MOREY'S MUSIC STORE	V6407094	4310	1,090.67	00199175
			1,627.98	00199250
MORSCO INC	V6412910	4355	2,260.49	00199311
			96.03	00199347
			18.36	00199475
			429.40	00199632
			213.51	00200062
MOUNTAIN VALLEY CHILD AND FAMILY	V6415055	5860	26,770.50	00199789
			27,688.90	00199827
MRS. NELSON'S BOOK COMPANY LLC	V6409076	4110	4,013.06	00199348
MULTI HEALTH SYSTEMS INC	V6403217	4310	16,925.00	00199633
MUSIC AND ARTS CENTER	V6411397	4310	5,516.58	00199476
NASCO	V6403253	9320	42.76	00199942
NASSP	V6411086	5310	385.00	00199251
NATIONAL ALTERNATIVE EDUCATION	V6415735	5210	1,675.00	00199477
NATIONAL STUDENT CLEARINGHOUSE	V6412127	5810	6,545.00	00199508
NATIS HOUSE	V6415253	5880	2,900.00	00199790
			24,650.00	00199943
NAVARRO, MONICA	V6412545	5220	48.91	00199722
NEWARK ELEMENT14	V6413677	9320	350.19	00199176
NEWEGG BUSINESS INC	V6412716	4320	183.14	00199177
			19.77	00199431
NEXT CAREERS	V6415233	5880	600.00	00199828
NGUYEN, CHINH	V6412608	5220	38.86	00199723
NORMS REFRIGERATION AND ICE	V6403378	5610	631.63	00199349
NORTH ORANGE COUNTY REGIONAL	V6403384	5100	783,413.00	00199401
		5805	27,856.47	00199898
NSAV SOLUTIONS	V6411265	4320	360.00	00199402

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
O'BRIEN, PENNY AND JAMES	V6409780	5850	1,659.76	00199869
OCDE	V6403452	5880	13,400.00	00199179
		7141	124,117.56	00200063
		8096	47,455.00	00199179
OCEAN BREEZE PACIFIC LLC.	V6415061	5560	131.97	00199403
OCEAN INSTITUTE	V6407717	5880	900.00	00199830
OES OFFICE FURNITURE	V6414677	4410	38,479.69	00199253
OFFICE DEPOT	V6403421	4320	326.11	00199180
			102.14	00199254
			170.46	00199351
			105.39	00199432
			2,281.00	00199510
OLIVARRIA, MANUEL	V6414219	5210	1,179.99	00199404
OLIVE CREST ACADEMY	V6410765	5860	30,325.57	00199944
			1,632.10	00200064
ONE DAY SIGNS	V6405664	4355	414.84	00199539
			299.00	00199831
		4410	3,510.00	00199478
		5610	2,272.03	00199478
		5880	2,383.49	00199181
ONSHAPE	V6414179	5880	1,500.00	00199182
OPTIMUM ENERGY DESIGN LLC	V6411411	5810	21,105.00	00199725
		6212	1,800.00	00199100
			6,000.00	00199899
		6227	24,849.60	00199100
ORANGE COUNTY FARM SUPPLY	V6403455	4347	40.90	00199479
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	57.00	00200065
ORANGE COUNTY HEALTH CARE AGENCY	V6407003	5880	606.00	00199726
			450.00	00199945
ORANGE COUNTY HISPANIC CHAMBER	V6402059	5310	750.00	00200066
ORANGE COUNTY MUSEUM OF ART	V6415753	5210	2,800.00	00199405
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	25,170.00	00199183
			640.00	00199634
			26,730.00	00199791
ORANGE GROVE HIGH SCHOOL	V6415677	5310	3,000.00	00199540
O'REILLY AUTO PARTS	V6411401	4370	987.00	00199178
			964.68	00199252
			880.39	00199350
			364.67	00199509
			58.30	00199724
		4375	172.36	00199252
			21.74	00199724
			19.37	00199829
		4376	1,417.86	00199178
			18.09	00199252
			117.05	00199350
			270.88	00199509
			72.00	00199724
			651.37	00199829
		4385	1,570.32	00199178
			592.76	00199252
			1,464.12	00199350
			749.23	00199509
			171.05	00199724

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
O'REILLY AUTO PARTS (CONTINUED)			1,738.99	00199829
		4387	7.53	00199350
			59.25	00199724
OZARK RIVER MANUFACTURING	V6415739	4320	2,734.95	00199635
PACIFIC COAST PROPANE LLC	V6414612	4383	30,609.91	00199406
PADILLA, KRISTA	V6415618	5220	59.30	00199636
			58.29	00200067
PALMER, DONALD	V6405811	5220	80.40	00200068
PAPER MART	V6411488	4310	169.93	00199511
PARADIGM HEALTHCARE SERVICES LLC	V6403536	5810	40,804.94	00199101
			6,851.01	00199637
PARK, JULIA	V6414759	5220	15.68	00199407
PARK, RUTH	V6415130	5220	36.85	00199352
			36.85	00199985
PARKER AND COVERT LLP	V6403544	5821	8,875.00	00199353
			837.50	00199408
			7,697.87	00199870
PARKER, RON	V6414594	5220	59.63	00199832
PARKHOUSE TIRE INC.	V6403547	4366	373.52	00199184
		4386	1,890.28	00199512
			126.00	00199946
PASCUAL MOLINA, YINNY	V6413764	5220	10.45	00199354
PATINO, REUBEN	V6403910	5220	103.18	00199355
PAVASARS, JOHN	V6408437	5220	531.98	00200069
PAXTON PATTERSON	V6403589	5880	800.00	00199102
PCASC	V6403602	5310	100.00	00199103
PELICAN AUTO	V6414406	4370	129.95	00199586
		5610	129.95	00199541
PENNER PARTITIONS INC	V6403625	4355	213.35	00199638
PERFORMANCE HEALTH SUPPLY INC.	V6413146	4320	1,281.85	00200006
PERMA BOUND	V6403638	4110	1,994.66	00199639
		4210	7,160.63	00199542
			1,353.77	00199639
			390.48	00200070
PERRUZZI, ANA	V6413667	5220	44.22	00199543
PERRUZZI, CHRISTIAN	V6415243	5220	31.49	00199833
PERSEUS ASSOCIATES TRANSTRAKS	V6412414	5880	14,455.00	00199513
PHANTOM PROJECTS	V6406776	5880	1,275.00	00199871
PINNACLE PETROLEUM INC.	V6412426	4381	31,795.30	00199433
PIPS	V6407384	3601	407,842.12	00199312
			407,842.12	00199872
		3602	135,947.38	00199312
			135,947.38	00199872
PLASTIC CONNECTIONS INC.	V6412515	9320	3,167.85	00199873
PLAYSCRIPTS INC.	V6407976	4310	385.81	00199727
		5880	203.73	00199727
PLT4M	V6413863	5880	1,560.00	00199834
POLITICAL DATA INTELLIGENCE LLC	V6415773	5880	1,180.17	00200071
PONCE, CINDY	V6413057	5210	137.48	00199728
PORTVIEW PREPARATORY INC.	V6411850	5860	27,318.30	00199874
PRECISION DYNAMICS CORP.	V6409335	4320	193.95	00199434
PRO-CURE	V6415679	9320	1,630.69	00199104
			11,693.89	00199356

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
PROFESSIONAL GLASS	V6413762	4355	431.00	00199835
		4410	2,294.25	00199514
			5,888.54	00199835
		5610	1,360.00	00199835
PURCOR PEST SOLUTIONS	V6415750	5610	300.00	00199435
			300.00	00199515
QBS MIDCO LLC	V6415040	5810	138.00	00199544
QUADIENT INC	V6415046	5610	36.00	00199545
			251.00	00199640
QUILL CORP.	V6403807	4320	865.34	00199546
RACHLIN PARTNERS	V6414596	6273	700.00	00199105
			1,312.50	00199729
RAMIREZ, MARIA T.	V6412066	5220	38.86	00199547
RAMIREZ, SABRINA	V6415749	5210	1,764.55	00199185
REALL, JULIEANNE	V6408222	5220	209.44	00199947
REECE PLUMBING	V6415680	4355	85.10	00199836
		4410	1,064.53	00199357
			1,154.36	00199836
REFRIGERATION SUPPLIES DIST.	V6403873	4355	1,456.83	00199106
			79.83	00199186
			733.29	00199255
			1,931.57	00199313
			789.83	00199358
			637.54	00199480
			561.36	00199516
			490.77	00199641
			2,768.96	00199730
			2,899.35	00199837
			1,445.16	00199875
			578.31	00199900
			1,056.31	00199986
			268.38	00200072
		4410	1,770.57	00199516
REINDL, SCOTT	V6409277	5210	1,766.49	00199204
REMIND101 INC	V6415769	5880	1,375.00	00199948
REN, XI	V6412310	4320	438.92	00199205
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6,882.94	00199587
RESOURCE ENVIRONMENTAL	V6412863	6199	1,750.00	00199876
REVOLVING CASH FUND	V6405190	2499	1,988.88	00199642
		4310	142.67	00199642
		4320	1,129.69	00199642
		4390	103.62	00199642
		5310	14,500.00	00199642
		5880	36.89	00199642
		5910	4,370.27	00199642
			13,897.19	00199987
			8,980.92	00200007
		8672	54,500.00	00199731
RILES, QUINTON	V6414719	5210	242.51	00199901
RIOS, BERNICE	V6414707	5880	2,320.00	00199187
RIVERSIDE ART MUSEUM	V6414614	5880	500.00	00199732
RIVERSIDE INSIGHTS	V6413468	4310	3,370.26	00199902
ROADTRIP NATION	V6414205	5880	30,000.00	00199548
ROBOTICS EDUCATION & COMPETITION FOUNDATION	V6415218	5880	800.00	00200073

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
RODRIGUEZ, ANDREA	V6414660	5220	358.44	00199949
RODRIGUEZ, MARITZA	V6415007	5220	272.96	00199549
			84.02	00200074
RODRIGUEZ, YVONNE	V6405150	5220	120.60	00199588
ROGERS, KATELYNN	V6415586	5220	42.88	00199643
	V6415697	5220	26.13	00200075
ROGHAIR, DANIELLE	V6411353	4310	243.29	00199733
ROSEBURROUGH TOOL CO. INC	V6404014	4355	247.69	00199517
ROSENBERG, PAOLA	V6411872	5220	74.71	00199481
ROSS, MARTIN	V6414206	5210	730.00	00199518
ROSSIER PARK JR SR HIGH SCHOOL	V6411451	5860	5,127.03	00199838
			2,200.85	00200076
RUHNAU CLARKE ARCHITECTS	V6412249	6212	4,312.50	00199734
		6490	3,450.00	00199734
RUIZ, NAOMI	V6415281	5220	19.17	00199482
			26.80	00199839
RUSSELL, JEFFREY	V6407882	5220	37.52	00199107
			104.86	00199409
RWC INTERNATIONAL LTD	V6414635	4376	7,697.83	00199108
			845.60	00199256
			2,298.70	00199436
			91.37	00199519
			110.67	00199950
		4385	124.97	00199108
			1,002.89	00199314
			1,149.56	00199436
			558.53	00199519
			777.42	00199950
			1,140.35	00200077
S AND S WORLDWIDE DISCOUNT SPORTS	V6404052	4310	419.46	00199840
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	202.46	00199520
			99.13	00199644
SAFETY KLEEN SYSTEMS INC.	V6404072	5610	372.00	00199188
			350.29	00199841
SALCEDO, MAYRA	V6414689	5220	22.78	00199206
SALDIVAR, ROBERT	V6407767	5210	1,962.09	00199483
SANTIAGO, RAFAEL	V6409310	5880	496.00	00199410
SAPP, ANDREA	V6413916	5880	37.49	00199411
SCHOOL HEALTH CORPORATION	V6404160	4310	451.69	00199437
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5810	4,680.00	00199412
SCHOOL SPECIALTY INC	V6404173	4310	206.32	00199438
		9320	416.07	00199589
			553.84	00199645
SCHOOLS EXCESS LIABILITY FUND	V6404178	5453	894,806.02	00199189
SCHORR METALS INC	V6404179	4355	1,441.53	00199315
			235.85	00199484
			2,181.94	00199842
SCOTT EQUIPMENT INC	V6414353	4347	711.76	00199257
			1,089.46	00199521
SCP DISTRIBUTORS LLC	V6411554	4355	1,158.21	00199843
		4410	808.78	00199359
SCREENSTEPS INC.	V6414581	5880	4,500.00	00199190

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
SEHI COMPUTER PRODUCTS INC	V6404221	4310	58.80	00199550
			601.17	00199646
			311.94	00199844
			239.75	00199988
		4320	4,148.38	00199191
			808.55	00199258
		4410	126,946.42	00199109
			1,339.34	00199646
		5880	1,305.00	00199844
SEMA LLC	V6414512	4310	7,810.20	00199360
		4320	7,643.33	00199360
SENG, SOTHEARA	V6414712	5220	14.07	00199735
SHAMROCK SUPPLY CO.	V6409920	9320	2,862.84	00199316
			591.41	00199647
SHELTON, MIKE	V6403136	3701	1,545.00	00199522
SHEPPARD, DANIELLE	V6415594	5220	35.18	00199439
SHERMAN, MICAH	V6414207	5220	90.45	00199590
SHERMAN, TYLER	V6413557	5220	61.64	00199648
SHI INTERNATIONAL CORP	V6411373	4310	355.63	00199110
			31.50	00199259
			46.20	00199317
			314.10	00199361
			26.60	00199440
SIGLER INC., RUSSELL	V6410420	4355	428.93	00199441
			1,063.47	00200078
SIGN MART PLASTICS PLUS	V6412529	4320	263.37	00199111
			900.07	00199903
		5880	179.32	00199111
SITEONE LANDSCAPE SUPPLY LLC	V6414074	4347	75.16	00199112
			173.28	00199362
			1,202.49	00199649
			17.85	00199877
		4410	4,240.27	00199845
SKETCHFORSCHOOLS PUBLISHING	V6414926	4310	1,441.37	00199951
SNO SITES	V6413113	5880	500.00	00199846
			1,600.00	00200079
SOCALGRAD	V6411708	4320	9,590.23	00199989
SOFTWARE 4 SCHOOLS	V6410482	5580	569.00	00199904
		5880	569.00	00199736
SOLIDPROFESSOR	V6414021	5880	4,500.00	00199847
SOLORZANO, RAQUEL	V6408953	5210	366.98	00200080
SOLOTECH US CORP	V6415637	4410	4,502.88	00200081
SOSA, KANDYCE	V6413144	5220	39.13	00199591
			67.74	00200082
SOUNDTRAP US INC	V6415102	5880	1,689.00	00199260
SOUTH COAST AIR QUALITY	V6404356	5880	1,192.80	00199650
SOUTH COAST REPERTORY	V6404360	5880	2,370.00	00199261
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	249,087.64	00199551
SOUTHERN CALIFORNIA NEWS GROUP	V6413053	5880	558.74	00199523
SOUTHERN TIRE MART LLC	V6415603	4386	197.45	00199113
			8,609.19	00199363
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4320	1,184.21	00199192
			185.16	00199262
			2,424.38	00199318

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
SOUTHWEST SCHOOL AND OFFICE SUPPLY (CONTINUED)			715.66	00199364
			818.70	00199442
			957.13	00199485
			484.71	00199552
			151.50	00199651
			622.37	00199737
			159.90	00199848
			66.43	00199952
			0.00	00200008
		9320	25,860.00	00199192
			3,377.70	00199592
			737.79	00199737
			10,830.19	00199848
			6,832.00	00200008
SPEECH AND LANGUAGE	V6404400	5860	28,351.52	00200009
SPENCER, KASEY	V6407568	5210	186.00	00199114
SPORN, DANA	V6407911	4310	618.89	00199553
SPORTS FACILITIES GROUP INC	V6410318	4355	5,575.00	00199738
		6126	9,217.01	00199115
STAPLES ADVANTAGE	V6410116	4310	104.36	00199116
			503.63	00199953
		4320	206.60	00199116
			57.01	00199193
			1,326.57	00199652
			148.88	00199739
			265.38	00199953
			53.86	00199990
STATE OF CALIFORNIA	V6404447	5610	575.00	00199117
STECHER, ANGELA	V6412631	5220	71.43	00199486
STEINLE, CHARLES	V6410113	3701	1,048.20	00199524
SULLIVAN, FRANK	V6415658	4310	2,000.00	00200083
SUNBELT RENTALS INC.	V6405959	5620	3,789.84	00199487
			738.25	00199653
			3,789.84	00199905
SUPPLY SOLUTIONS	V6411849	9320	602.54	00199654
SWEETWATER SOUND	V6409201	4310	637.64	00199554
SWIFT CLEANERS	V6415754	5560	245.00	00200084
SWITZER, MICHAEL	V6411497	5220	49.98	00199365
SWIVL INC	V6413037	5880	880.00	00199593
T MOBILE	V6410424	5918	24,914.23	00199194
			1,264.20	00199207
			15,324.74	00200011
			1,264.20	00200085
		5930	13,000.00	00199195
			13,000.00	00200010
TAGUCHI, TOMOKO	V6415127	5210	172.44	00199655
			174.50	00199991
TAO ROSSINI A PROFESSIONAL	V6414113	5821	2,487.50	00199849
			2,827.50	00199906
		6271	12,068.10	00199849
TAYLOR, KENDRA	V6415321	5210	45.00	00199740
TECHSMITH	V6410017	5880	8,295.83	00199850
TELESTREAM LLC	V6413195	5880	119.00	00199196

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
TERRE HRADNANSKY AND	V6415227	5880	3,318.54	00199263
			2,742.86	00199594
			2,724.84	00199954
TEXTHELP INC	V6405894	5880	39,703.72	00199878
THE UPWARD BOUND SCHOOL INC.	V6415298	5860	26,017.00	00199879
THEATREFOLK LTD.	V6412578	5880	240.00	00199741
THOMSON REUTERS WEST	V6407958	5880	161.00	00199366
THRIVELY	V6413523	5880	75,000.00	00199367
TIME AND ALARM SYSTEM	V6404729	4410	1,330.98	00199992
TOBII DYNAVOX LLC	V6409679	5880	4,736.20	00199851
TOON BOOM ANIMATION INC.	V6409907	5880	22,440.00	00199208
TORRINGTON BRUSH WORKS INC	V6404757	9320	403.56	00199118
TRAN, JOHN	V6415645	5210	25.00	00199119
			1,179.99	00199595
TRANE COMPANY, THE	V6407007	4355	1,086.35	00199488
			1,345.27	00199742
		4410	3,108.79	00199368
		5880	4,280.00	00199120
TRAUDT, SUSAN	V6413733	5210	129.71	00199413
TRILLIUM FINISHING	V6412701	5810	5,902.62	00199907
TRILLIUM USA COMPANY LLC	V6414462	4383	1,940.81	00199197
			1,852.41	00199369
			1,157.44	00199525
			2,420.62	00199743
			1,683.05	00199880
TRUBY, RICHARD A.	V6413509	5210	400.60	00199777
TTT UNITED LLC	V6415678	5880	333.00	00199264
TURF STAR INC	V6404805	4347	811.16	00199265
			431.58	00199656
			3,176.77	00199744
			281.48	00199993
		4410	1,812.15	00199656
TURNING TECHNOLOGIES	V6407837	5880	500.00	00199443
TURNITIN LLC	V6412039	5880	9,605.00	00200086
U S BANK	V6406511	4310	874.96	00199657
		4320	2,222.67	00199657
		4347	216.95	00199657
		4355	60.00	00199657
		4390	583.07	00199657
		4410	4,323.79	00199657
		4700	394.93	00199657
		5210	11,985.38	00199657
		5880	3,695.05	00199657
U S POSTAL SERVICE	V6404814	5610	2,000.00	00199414
		5880	350.00	00199908
		5910	1,741.90	00199370
			1,399.83	00200087
UC REGENTS	V6404826	5210	698.00	00199658
ULINE	V6406546	4310	2,836.31	00200088
		4320	187.47	00199881
			534.02	00199909
		5610	2,226.57	00199121
			669.19	00199319
			1,407.20	00199745

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
			275.25	00199909
UNITED RENTALS	V6404854	5620	1,292.41	00199122
UNITED STATES ACADEMIC DECATHLON	V6404818	5880	750.00	00199852
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	1,340.24	00199266
			196.11	00199659
			625.38	00200012
VABRIANO, ARTHUR	V6415752	5210	75.00	00199371
VALLEY VISTA SERVICES INC	V6411966	5580	207.90	00199596
VARITRONICS	V6415510	4310	1,173.58	00199882
VAUGHN IRRIGATION SERVICES INC	V6409818	5610	900.00	00199597
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	21.11	00199555
VERA, JECENIA	V6415574	5220	42.55	00199489
VERTICAL TRANSPORT INC	V6413440	5610	1,720.00	00199372
			2,300.00	00199598
			1,720.00	00200089
VILDOSOLA, PATRICIA	V6413267	5220	71.02	00199556
VISION COMMUNICATIONS CO.	V6404955	4320	795.20	00199373
			3,975.98	00199853
		5610	211.74	00199209
			903.36	00199660
VISTA PAINT CORPORATION	V6404961	4355	38.80	00199267
			331.79	00199557
			223.89	00199661
			194.43	00199854
			115.31	00199883
VITAL INSPECTION SERVICES INC	V6412251	6291	2,625.00	00199792
VIVACITY TECH PBC	V6414761	4310	214.42	00199123
VOYAGER SOPRIS LEARNING INC.	V6414160	4110	6,476.25	00199884
VS ATHLETICS INC.	V6404420	4310	1,073.14	00199124
W STRATEGIES LLC	V6414038	5805	5,000.00	00199320
			5,000.00	00200013
W W NORTON AND CO INC	V6404984	4110	2,447.50	00199526
WALTERS WHOLESALE ELECTRIC CO	V6409053	4355	203.69	00199268
			1,109.05	00199374
			364.57	00199558
			169.67	00199746
WARD'S NATURAL SCIENCE EST	V6404999	4310	756.23	00199955
		4410	313.42	00199559
WASHINGTON MUSIC CENTER	V6413436	4410	1,846.24	00199198
WATERLINE TECHNOLOGIES INC.	V6403700	4355	10,101.51	00199125
			1,952.86	00199199
			2,194.49	00199269
			4,914.81	00199375
			396.95	00199560
			1,796.72	00199855
			5,111.70	00199885
			2,450.89	00200090
WAXIE SANITARY SUPPLY	V6405008	9320	4,325.09	00199747
			4,802.21	00199856
WEATHERPROOFING TECHNOLOGIES INC	V6413385	5610	12,285.00	00199270
WEISSMAN'S DESIGNS FOR DANCE	V6405016	4310	1,558.26	00199857
WELLNESS TOGETHER INC.	V6413772	5210	1,583.00	00199910
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	5,144.51	00199886

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
WESTERN PROPANE SERVICES INC	V6414407	4383	107.77	00199200
			97.84	00199210
			114.51	00199956
WILLIAM TODD PAYNE	V6415662	5210	575.00	00199126
WINZER	V6412060	4347	906.17	00199599
		4375	1,153.40	00199527
			521.42	00199662
WOODBRIDGE HIGH SCHOOL ASB	V6415763	5880	1,125.00	00199887
YETT, JESSICA	V6412457	5220	67.34	00199376
			21.78	00199994
YOUNG PRODUCERS GROUP INC	V6415655	4310	2,000.00	00199957
YOUTH CARE OF UTAH INC	V6414051	5860	550.00	00199201
			81,910.00	00199858
			45,040.00	00199888
YUN, LYDIA	V6415322	5210	45.00	00199748
ZEGARRA, HEATHER	V6415646	5210	1,179.99	00199415
ZISKO, AMBER	V6406552	5220	30.02	00199911
ZONES	V6405158	4310	322.17	00199561
GENERAL FUND (0101)			**12,493,298.34**	
OPTIMUM ENERGY DESIGN LLC	V6411411	6212	41,380.05	00199749
DEFERRED MAINTENANCE (1414)			**41,380.05**	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	4,690.00	00199750
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	67,335.96	00199912
WESTGROUP DESIGNS	V6409776	6212	1,862.40	00199751
CAPITAL FACILITIES FUND (2525)			**73,888.36**	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	3,872.00	00199752
BYROM-DAVEY INC	V6414694	6270	419,783.98	00199528
			133,000.00	00199793
			27,312.50	00199995
DMC ENGINEERING	V6406485	6212	4,966.20	00199753
GHATAODE BANNON ARCHITECTS	V6408656	6212	5,625.00	00199754
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	2,266.00	00199755
ORANGE COUNTY FIRE AUTHORITY	V6403456	6222	1,058.00	00199913
RUHNAU CLARKE ARCHITECTS	V6412249	6212	3,216.50	00199756
SGH ARCHITECTS	V6414521	6212	1,436.10	00199127
			538.50	00199757
UTIL LOCATE	V6412856	6209	4,000.00	00199128
VITAL INSPECTION SERVICES INC	V6412251	6291	22,470.00	00199794
CAPITAL FACILITIES RDA FUND (2545)			**629,544.78**	
AT AND T	V6406157	6274	16,562.96	00199444
BECK'S CONSTRUCTION SERVICE	V6415291	6291	6,729.00	00199758
BYROM-DAVEY INC	V6414694	6270	6,003.99	00199996
CITIZENS BUSINESS BANK	V6415293	6270	21,500.16	00199795
			9,699.24	00199997
CONSTRUCT 1 ONE CORP	V6415278	6165	3,075.00	00199859
		6270	677,419.23	00199796

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
DLR GROUP INC	V6414501	6212	101,009.35	00199797
DMC ENGINEERING	V6406485	6212	5,998.91	00199759
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	15,565.00	00199760
			127,162.77	00199914
GHATAODE BANNON ARCHITECTS	V6408656	6212	13,425.09	00199761
GIANNELLI ELECTRIC INC.	V6401857	6274	1,946.00	00199915
JHM SUPPLY INC.	V6411647	6274	3,670.61	00199916
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	34,814.00	00199762
NEFF CONSTRUCTION INC	V6415256	6270	408,503.08	00199798
			184,285.48	00199998
PJHM ARCHITECTS INC	V6414522	6212	11,358.52	00199763
VITAL INSPECTION SERVICES INC	V6412251	6291	31,425.00	00199799
SPECIAL RESERVE FUND (4040)			**1,680,153.39**	
AMERICAN TIME	V6410391	4320	838.83	00199490
ASPHALT FABRIC AND ENGINEERING INC	V6414727	6270	1,284,122.92	00199800
			533,276.33	00199999
BYROM-DAVEY INC	V6414694	6270	236,019.06	00199529
			226,307.06	00199801
			144,647.00	00200000
CULVER NEWLIN	V6411589	4310	6,982.20	00199917
		4410	33,913.45	00199917
DIVISION OF THE STATE ARCHITECT	V6411414	6210	37,572.00	00199129
DONALD KROTEE PARTNERSHIP INC	V6413265	6212	53,220.31	00199130
			15,153.41	00199802
ENCORP	V6409154	6250	5,990.00	00199803
GDL BEST CONTRACTORS INC	V6412393	6212	79,127.40	00199202
GHATAODE BANNON ARCHITECTS	V6408656	6212	5,030.95	00199764
RACHLIN PARTNERS	V6414596	6212	54,905.80	00199765
			19,179.34	00199860
VITAL INSPECTION SERVICES INC	V6412251	6291	8,640.00	00199804
GENERAL FACILITIES (4042)			**2,744,926.06**	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	10,148.01	00199203
			10,110.26	00200014
AUHSD	V6400400	5891	717,247.71	00199131
			1,246,614.77	00199445
			753,090.31	00199610
		5895	295,300.20	00199131
			1,852,156.94	00199445
			509,745.03	00199610
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	223,427.00	00199611
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16,850.36	00199132
			17,433.91	00200015
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	11,250.00	00199766
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	19,021.02	00199377
LUMINARE HEALTH BENEFITS INC	V6415407	5812	464,479.88	00199805
RETIREE FIRST LLC.	V6413748	5466	187,994.61	00199663
VISION SERVICE PLAN	V6404956	5464	52,314.88	00199133
			53,545.85	00199889
HEALTH AND WELFARE (6769)			**6,440,730.74**	

VENDOR NAME	VENDOR ID	OBJ	AMOUNT	CK #
GREATER ANAHEIM SELPA	V6401927	7500	84,958.00	00199530
			1,000.00	00199531
			5,946,092.00	00199861
WARRANT PASS THRU FUND (7676)			**6,032,050.00**	
GRAND TOTAL ALL FUNDS			**30,135,971.72**	

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
Aug-24

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	316,385.36	188,514.76	1,000.00	63,264.66	252,779.42
Western	412,061.27	293,841.84	1,275.00	134,123.96	429,240.80
Magnolia	147,561.26	153,482.68	700.00	-	154,182.68
Savanna	137,916.45	129,039.74	500.00		129,539.74
Loara	212,988.16	168,932.70	800.00	38,265.15	207,997.85
Katella	236,667.68	224,380.17		-	224,380.17
Kennedy	462,550.47	432,302.71	1,300.00		433,602.71
Cypress	929,674.49	838,755.38	1,700.00		840,455.38
Brookhurst	24,212.51	28,814.14	180.00		28,994.14
Orangeview	28,687.79	14,240.42			14,240.42
Walker	68,813.32	64,309.43			64,309.43
Dale	70,794.14	86,821.03	800.00		87,621.03
Sycamore	15,471.42	16,222.27			16,222.27
Ball	21,425.60	27,859.09			27,859.09
South	78,242.12	81,293.12			81,293.12
Oxford	586,606.38	719,294.05	260.00		719,554.05
Lexington	66,810.04	76,618.63			76,618.63
Hope	70,921.25	68,496.50			68,496.50
Gilbert	46,786.88	40,839.51			40,839.51
Cambridge	5,465.99	5,465.99			5,465.99
Total	3,940,042.58	3,659,524.16	8,515.00	235,653.77	3,903,692.93

Anaheim Union High School District

Cafeteria Fund

Financial Statements

July 2024

Balance Sheet

Anaheim Union High School District

07/31/2024

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$17,142,514.61
9122	Change Fund	$3,600.00
Total CASH		$17,146,114.61
RECEIVABLE		
9210	A/R - Current	$878,030.37
9280	A/R - State	$1,378,967.26
9290	A/R - Federal	$2,425,119.27
Total RECEIVABLE		$4,682,116.90
INVENTORIES		
9321	Food	$365,800.01
9323	Supplies	$243,791.28
Total INVENTORIES		$609,591.29
Total Asset		**$22,437,822.80**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$2,547,103.66
9580	Sales Tax Liability	$6.06
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$148,384.17
Total LIABILITIES		$2,695,493.89
Total Liability		**$2,695,493.89**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	$2,799,332.90
9798	Fund Balance	$17,377,027.24
Total FUND BALANCE		$20,176,360.14
Total Fund Balance		**$20,176,360.14**
Current Year Profit (Loss)		**($434,031.28)**
Total Liabilities and Fund Balance		**$22,437,822.75**

Show all data

Statement of Revenue and Expense

Anaheim Union High School District

	Period 1 Ending in 07/31/2024				Period 1 Ending in 07/31/2023			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Federal Reimbursements								
8200	$1,875.44	3.54%	$1,875.44	3.54%	$1,499.89	19.07%	$1,499.89	19.07%
Federal Meal Revenue-Breakfast								
8220	$3,291.95	6.22%	$3,291.95	6.22%	$2,395.20	30.45%	$2,395.20	30.45%
Federal Meal Revenue-Lunch								
Federal Reimbursements	**$5,167.39**	**9.77%**	**$5,167.39**	**9.77%**	**$3,895.09**	**49.51%**	**$3,895.09**	**49.51%**
State Reimbursements								
8500	$1,279.07	2.42%	$1,279.07	2.42%	$1,044.74	13.28%	$1,044.74	13.28%
State Meal Revenue-Breakfast								
8520	$1,757.93	3.32%	$1,757.93	3.32%	$1,295.91	16.47%	$1,295.91	16.47%
State Meal Revenue-Lunch								
State Reimbursements	**$3,037.00**	**5.74%**	**$3,037.00**	**5.74%**	**$2,340.65**	**29.75%**	**$2,340.65**	**29.75%**
Other Revenue								
8699	$44,699.70	84.49%	$44,699.70	84.49%	$1,631.13	20.73%	$1,631.13	20.73%
Spec Activity/Cater								
Other Revenue	**$44,699.70**	**84.49%**	**$44,699.70**	**84.49%**	**$1,631.13**	**20.73%**	**$1,631.13**	**20.73%**
Total Revenue	**$52,904.09**	**100.00%**	**$52,904.09**	**100.00%**	**$7,866.87**	**100.00%**	**$7,866.87**	**100.00%**
Expense								
Food Purchases & Govnmt								
4700	($8,492.57)	-16.05%	($8,492.57)	-16.05%	$10,994.51	139.76%	$10,994.51	139.76%
Food Purchases								
4701	$345.78	0.65%	$345.78	0.65%	$0.00	0.00%	$0.00	0.00%
Food Purchases - SFBP								
Food Purchases & Govnmt	**($8,146.79)**	**-15.40%**	**($8,146.79)**	**-15.40%**	**$10,994.51**	**139.76%**	**$10,994.51**	**139.76%**
Supplies								
4300	$12,994.88	24.56%	$12,994.88	24.56%	$42,427.87	539.32%	$42,427.87	539.32%
Materials & Supplies								
4400	$18,306.62	34.60%	$18,306.62	34.60%	$23,534.98	299.17%	$23,534.98	299.17%
Noncapitalized Equipment-Over $500								
4790	($9,829.80)	-18.58%	($9,829.80)	-18.58%	$10,010.69	127.25%	$10,010.69	127.25%
Supplies (Food)								
Supplies	**$21,471.70**	**40.59%**	**$21,471.70**	**40.59%**	**$75,973.54**	**965.74%**	**$75,973.54**	**965.74%**
Salaries								
2200	$27,831.86	52.61%	$27,831.86	52.61%	$37,648.62	478.57%	$37,648.62	478.57%
Classified Salaries								
2300	$42,317.92	79.99%	$42,317.92	79.99%	$40,060.17	509.23%	$40,060.17	509.23%
Class.Sup/Admin Salaries								
2400	$29,186.02	55.17%	$29,186.02	55.17%	$27,147.65	345.09%	$27,147.65	345.09%
Clerical/Office Salaries								
Salaries	**$99,335.80**	**187.77%**	**$99,335.80**	**187.77%**	**$104,856.44**	**1,332.89%**	**$104,856.44**	**1,332.89%**
Benefits								
3202	$26,334.59	49.78%	$26,334.59	49.78%	$27,506.30	349.65%	$27,506.30	349.65%
PERS, Classified Position								
3302	$7,740.77	14.63%	$7,740.77	14.63%	$8,188.03	104.08%	$8,188.03	104.08%
OASD/MED/Classified Position								
3402	$209,176.29	395.39%	$209,176.29	395.39%	$195,655.04	2,487.08%	$195,655.04	2,487.08%
Hlth/Welfare, Classified								
3502	$50.07	0.09%	$50.07	0.09%	$39.68	0.50%	$39.68	0.50%
SUI, Classified Position								

Statement of Revenue and Expense

Anaheim Union High School District

	Period 1 Ending in 07/31/2024				Period 1 Ending in 07/31/2023			
	Monthly	%	YTD	%	Monthly	%	YTD	%
3602	$2,282.92	4.32%	$2,282.92	4.32%	$2,586.27	32.88%	$2,586.27	32.88%
Workers Comp, Classified								
Benefits	**$245,584.64**	**464.21%**	**$245,584.64**	**464.21%**	**$233,975.32**	**2,974.19%**	**$233,975.32**	**2,974.19%**
Other Expenses								
5200	$0.00	0.00%	$0.00	0.00%	$174.06	2.21%	$174.06	2.21%
Travel & Conference								
5600	$100,272.69	189.54%	$100,272.69	189.54%	$4,256.71	54.11%	$4,256.71	54.11%
Rental/Lease/Repair								
5800	$24,417.33	46.15%	$24,417.33	46.15%	$28,375.19	360.69%	$28,375.19	360.69%
Prof. Consult Service/Other Operating Exp								
Other Expenses	**$124,690.02**	**235.69%**	**$124,690.02**	**235.69%**	**$32,805.96**	**417.01%**	**$32,805.96**	**417.01%**
Capital Outlay								
6500	$4,000.00	7.56%	$4,000.00	7.56%	$29,728.77	377.90%	$29,728.77	377.90%
Equipment- Over $5000								
Capital Outlay	**$4,000.00**	**7.56%**	**$4,000.00**	**7.56%**	**$29,728.77**	**377.90%**	**$29,728.77**	**377.90%**
Total Expense	**$486,935.37**	**920.41%**	**$486,935.37**	**920.41%**	**$488,334.54**	**6,207.48%**	**$488,334.54**	**6,207.48%**
Net Profit (Loss)	**($434,031.28)**	**-820.41%**	**($434,031.28)**	**-820.41%**	**($480,467.67)**	**-6,107.48%**	**($480,467.67)**	**-6,107.48%**

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2024/25 MONTHLY ENROLLMENT REPORT
MONTH 1
8/07/2024 - 8/30/2024

HIGH SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
Anaheim	611	681	614	586	2,492	1	205	2,698
Cypress	684	607	647	646	2,584	-	89	2,673
Katella	507	573	552	541	2,173	-	143	2,316
Kennedy	473	453	491	482	1,899	-	60	1,959
Loara	374	353	353	332	1,412	-	121	1,533
Magnolia	389	399	327	341	1,456	1	119	1,576
Oxford	214	212	191	203	820	-	-	820
Savanna	352	322	348	339	1,361	-	73	1,434
Western	268	389	372	313	1,342	-	97	1,439
Total Comprehensive	**3,872**	**3,989**	**3,895**	**3,783**	**15,539**	**2**	**907**	**16,448**
Anaheim Independent Learning Center	-	1	22	79	102	-	-	102
Cambrige Virutal Academy	25	31	41	31	128	-	-	128
Cypress Independent Studies	4	12	19	30	65	-	-	65
Gilbert High School	-	-	118	302	420	-	89	509
Katella Satellite Independent Study	-	3	11	19	33	-	-	33
Kennedy Satellite Independent Study	-	6	13	25	44	-	-	44
Magnolia Independent Learning Center	-	3	8	24	35	-	-	35
Nonpublic Schools	-	-	-	-	-	-	39	39
Polaris High School	15	17	23	36	91	-	-	91
Savanna Independent Learning Center	-	4	35	28	67	-	-	67
Special Education Transition Program	-	-	-	-	-	-	190	190
Western Independent Learning Center	-	3	33	64	100	-	-	100
Total Alternative Ed	**44**	**80**	**323**	**638**	**1,085**	**-**	**318**	**1,403**
Hope	-	-	-	-	-	15	217	232
Total Senior High Schools	**3,916**	**4,069**	**4,218**	**4,421**	**16,624**	**17**	**1,442**	**18,083**

JUNIOR HIGH SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm	SP ED		TOTAL STUDENTS
Ball	324	381	705	-	37		742
Brookhurst	332	329	661	-	67		728
Dale	446	510	956	-	44		1,000
Lexington	591	574	1,165	-	31		1,196
Orangeview	266	305	571	-	42		613
Oxford	266	233	499	1	-		500
South	532	570	1,102	-	57		1,159
Sycamore	490	593	1,083	1	62		1,146
Walker	423	420	843	-	44		887
Total Comprehensive	**3,670**	**3,915**	**7,585**	**2**	**384**		**7,971**
Cambridge Virtual Academy	16	25	41	-	-		41
Nonpublic Schools	-	-	-	-	7		7
Polaris High School	-	8	8	-	1		9
Total Junior High Schools	**3,686**	**3,948**	**7,634**	**2**	**392**		**8,028**
						DISTRICT TOTAL	**26,111**

EXHIBIT QQQ

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2024/25 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 1

HIGH SCHOOL	Month 10	Month 1	Growth v. (Decline)
Anaheim	2,673	2,698	25
Cypress	2,599	2,673	74
Katella	2,422	2,316	(106)
Kennedy	1,991	1,959	(32)
Loara	1,502	1,533	31
Magnolia	1,620	1,576	(44)
Oxford	818	820	2
Savanna	1,566	1,434	(132)
Western	1,601	1,439	(162)
Total Senior High	**16,792**	**16,448**	**(344)**

JUNIOR HIGH SCHOOL	Month 10	Month 1	Growth v. (Decline)
Ball	825	742	(83)
Brookhurst	767	728	(39)
Dale	1,046	1,000	(46)
Lexington	1,270	1,196	(74)
Orangeview	640	613	(27)
Oxford	456	500	44
South	1,211	1,159	(52)
Sycamore	1,249	1,146	(103)
Walker	859	887	28
Total Junior High	**8,323**	**7,971**	**(352)**

Total Comprehensive Schools	**25,115**	**24,419**	**(696)**

Alternative Education	Month 10	Month 1	Growth v. (Decline)
Anaheim Independent Learning Center	149	102	(47)
Cambridge Virutal Academy	159	169	10
Cypress Independent Studies	88	65	(23)
Gilbert High School	566	509	(57)
Hope	229	232	3
Katella Satellite Independent Study	73	33	(40)
Kennedy Satellite Independent Study	83	44	(39)
Magnolia Independent Learning Center	-	35	35
Nonpublic Schools	51	46	(5)
Polaris High School	157	100	(57)
Savanna Independent Learning Center	-	67	67
Special Education Transition Program	167	190	23
Western Independent Learning Center	134	100	(34)
Total Alternative Ed.	**1,856**	**1,692**	**(164)**
District Total	**26,971**	**26,111**	**(860)**

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2024/25 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - YEAR to YEAR COMPARISON
Month 1

HIGH SCHOOL	2023/2024	2024/25	Growth v. (Decline)
Anaheim	2,752	2,698	(54)
Cypress	2,705	2,673	(32)
Katella	2,501	2,316	(185)
Kennedy	2,024	1,959	(65)
Loara	1,549	1,533	(16)
Magnolia	1,640	1,576	(64)
Oxford	829	820	(9)
Savanna	1,585	1,434	(151)
Western	1,614	1,439	(175)
Total Senior High	**17,199**	**16,448**	**(751)**

JUNIOR HIGH SCHOOL	2023/2024	2024/25	Growth v. (Decline)
Ball	839	742	(97)
Brookhurst	768	728	(40)
Dale	1,046	1,000	(46)
Lexington	1,272	1,196	(76)
Orangeview	650	613	(37)
Oxford	464	500	36
South	1,219	1,159	(60)
Sycamore	1,234	1,146	(88)
Walker	848	887	39
Total Junior High	**8,340**	**7,971**	**(369)**

Total Comprehensive Schools	**25,539**	**24,419**	**(1,120)**

Alternative Education	2023/2024	2024/25	Growth v. (Decline)
Anaheim Independent Learning Center	120	102	(18)
Cambridge Virtual Academy	131	169	38
Cypress Indepenedent Studies	58	65	7
Gilbert High School	521	509	(12)
Hope	237	232	(5)
Katella Satellite Independent Study	57	33	(24)
Kennedy Satellite Independent Study	52	44	(8)
Magnolia Independent Learning Center	-	35	35
Nonpublic Schools	41	46	5
Polaris High School	118	100	(18)
Savanna Independent Learning Center	-	67	67
Special Education Transition Program	189	190	1
Western Independent Learning Center	119	100	(19)
Total Alternative Ed.	**1,643**	**1,692**	**49**
District Total	**27,182**	**26,111**	**(1,071)**

ANAHEIM UNION HIGH SCHOOL DISTRICT
2024/25 MONTHLY ENROLLMENT REPORT
MONTH 2
09/03/24 to 09/27/24

SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
Anaheim	605	678	606	577	2,466	-	205	2,671
Cypress	683	602	645	646	2,576	-	90	2,666
Katella	513	566	543	539	2,161	1	142	2,304
Kennedy	471	449	492	481	1,893	1	58	1,952
Loara	371	349	355	328	1,403	-	117	1,520
Magnolia	396	397	332	339	1,464	-	118	1,582
Oxford	214	212	190	202	818	-	-	818
Savanna	352	326	344	341	1,363	-	78	1,441
Western	270	394	376	312	1,352	-	96	1,448
Total Comprehensive	**3,875**	**3,973**	**3,883**	**3,765**	**15,496**	**2**	**904**	**16,402**
Anaheim Independent Learning Center	-	3	32	84	119	-	-	119
Cambridge Virtual Academy	25	36	41	33	135	-	1	136
Cypress Satellite Independent Study	4	12	21	30	67	-	-	67
Gilbert High School	-	-	108	292	400	-	113	513
Katella Satellite Independent Study	-	4	11	19	34	-	-	34
Kennedy Satellite Independent Study	-	6	12	25	43	-	-	43
Magnolia Independent Learning Center	-	7	16	29	52	-	-	52
Nonpublic Schools	-	-	-	-	-	-	39	39
Polaris High School	15	19	26	37	97			97
Savanna Independent Learning Center	-	6	42	34	82	-	-	82
Special Education Transition Program	-	-	-	-	-	-	184	184
Western Independent Learning Center	-	3	35	66	104	-	-	104
Total Alternative Ed	**44**	**96**	**344**	**649**	**1,133**	**-**	**337**	**1,470**
Hope	-	-	-	-	-	14	217	231
Total Senior High Schools	**3,919**	**4,069**	**4,227**	**4,414**	**16,629**	**16**	**1,458**	**18,103**

SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm	SP ED			TOTAL STUDENTS
Ball	323	379	702	-	37			739
Brookhurst	332	326	658	-	69			727
Dale	448	506	954	-	50			1,004
Lexington	586	571	1,157	-	32			1,189
Orangeview	268	302	570	-	42			612
Oxford	265	232	497	1	-			498
South	535	569	1,104	-	57			1,161
Sycamore	491	585	1,076	1	64			1,141
Walker	424	422	846	-	43			889
Total Comprehensive	**3,672**	**3,892**	**7,564**	**2**	**394**			**7,960**
Cambridge Virtual Academy	20	33	53	-	-			53
Nonpublic Schools	-	-	-	-	6			6
Polaris High School	-	13	13	-	1			14
Total Junior High Schools	**3,692**	**3,938**	**7,630**	**2**	**401**			**8,033**

DISTRICT TOTAL	**26,136**

EXHIBIT RRR

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2024/25 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 2

HIGH SCHOOL	Month 1	Month 2	Growth v. (Decline)
Anaheim	2,698	2,671	(27)
Cypress	2,673	2,666	(7)
Katella	2,316	2,304	(12)
Kennedy	1,959	1,952	(7)
Loara	1,533	1,520	(13)
Magnolia	1,576	1,582	6
Oxford	820	818	(2)
Savanna	1,434	1,441	7
Western	1,439	1,448	9
Total Senior High	**16,448**	**16,402**	**(46)**

JUNIOR HIGH SCHOOL	Month 1	Month 2	Growth v. (Decline)
Ball	742	739	(3)
Brookhurst	728	727	(1)
Dale	1,000	1,004	4
Lexington	1,196	1,189	(7)
Orangeview	613	612	(1)
Oxford	500	498	(2)
South	1,159	1,161	2
Sycamore	1,146	1,141	(5)
Walker	887	889	2
Total Junior High	**7,971**	**7,960**	**(11)**

Total Comprehensive Schools	**24,419**	**24,362**	**(57)**

Alternative Education	Month 1	Month 2	Growth v. (Decline)
Anaheim Independent Learning Center	102	119	17
Cambridge Virtual Academy	169	189	20
Cypress Satellite Independent Study	65	67	2
Gilbert High School	509	513	4
Hope	232	231	(1)
Katella Satellite Independent Study	33	34	1
Kennedy Satellite Independent Study	44	43	(1)
Magnolia Independent Learning Center	35	52	17
Nonpublic Schools	46	45	(1)
Polaris High School	100	111	11
Savanna Independent Learning Center	67	82	15
Special Education Transition Program	190	184	(6)
Western Independent Learning Center	100	104	4
Total Alternative Ed.	**1,692**	**1,774**	**82**
District Total	**26,111**	**26,136**	**25**

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2024/25 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - YEAR to YEAR COMPARISON
Month 2

HIGH SCHOOL	2023/2024	2024-2025	Growth v. (Decline)
Anaheim	2,737	2,671	(66)
Cypress	2,697	2,666	(31)
Katella	2,501	2,304	(197)
Kennedy	2,021	1,952	(69)
Loara	1,548	1,520	(28)
Magnolia	1,639	1,582	(57)
Oxford	828	818	(10)
Savanna	1,578	1,441	(137)
Western	1,619	1,448	(171)
Total Senior High	**17,168**	**16,402**	**(766)**

JUNIOR HIGH SCHOOL	2023/2024	2024-2025	Growth v. (Decline)
Ball	842	739	(103)
Brookhurst	774	727	(47)
Dale	1,036	1,004	(32)
Lexington	1,279	1,189	(90)
Orangeview	653	612	(41)
Oxford	464	498	34
South	1,219	1,161	(58)
Sycamore	1,237	1,141	(96)
Walker	844	889	45
Total Junior High	**8,348**	**7,960**	**(388)**

Total Comprehensive Schools	**25,516**	**24,362**	**(1,154)**

Alternative Education	2023/2024	2024-2025	Growth v. (Decline)
Anaheim Independent Learning Center	135	119	(16)
Cambridge Virtual Academy	130	189	59
Cypress Satellite Independent Study	58	67	9
Gilbert High School	515	513	(2)
Hope	234	231	(3)
Katella Satellite Independent Study	60	34	(26)
Kennedy Satellite Independent Study	52	43	(9)
Magnolia Independent Learning Center	-	52	52
Nonpublic Schools	42	45	3
Polaris High School	119	111	(8)
Savanna Independent Learning Center	-	82	82
Special Education Transition Program	190	184	(6)
Western Independent Learning Center	128	104	(24)
Total Alternative Ed.	**1,663**	**1,774**	**111**
District Total	**27,179**	**26,136**	**(1,043)**

AFFILIATION AGREEMENT

Between

Anaheim Union High School District, on behalf of Loara High School ("**School**")

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, by and on behalf of UCLA Campus Life/Community Programs Office and its Higher Opportunity Program for Education Project at its Los Angeles campus ("**UCLA**")

SCHEDULE

This schedule (the "**Schedule**") is agreed to by UCLA and School regarding the educational program described below. Incorporated by reference as though set forth in full are the Standard Terms and Conditions dated 4/19/24 and the Attachments. The Schedule, the Standard Terms and Conditions and the Attachments, together constitute the affiliation agreement pursuant to UCLA Policy 970 between the Institutions (the "**Agreement**"). All capitalized terms are defined in the Standard Terms and Conditions or in the Schedule.

The Institutions agree as follows:

I. THE PROGRAM

The Institutions contemplate an affiliation program as described below (the "**Program**"):

School provides certain educational opportunities to its Students, and UCLA wishes to support School and broaden those educational opportunities by hosting such Students as part of a Program with an objective of providing academic support through one-on-one and group tutoring, skill-building and test-taking workshops, and guidance through discussions and one-on-one peer advising.

A. UCLA Responsibilities

1. UCLA shall provide a meaningful experience for Students in accordance with the educational objectives and expectations mutually agreed upon by the Institutions.
2. UCLA will be responsible for the coordination and administration of the Program, including the selection of Students, in its absolute discretion, from the potential participants identified by School.
3. Unless otherwise agreed by the Institutions, in writing, the Program shall take place at the Facilities and/or Locations listed below.
4. UCLA may oversee Student activities while using the Facilities and Locations. UCLA may provide reasonable direction to Students regarding the Program and use of its Facilities and/or Locations.
5. UCLA will provide Project Staff to instruct Students regarding

a. Peer advising (PA): Discussions in peer advising session may include but are not limited to: academics, social, and family issues.
b. Tutoring: In courses in which the students' request help for, enrolled in, and having academic problems with. Additional tutoring include test-prep, skill-building, and writing help.
c. Workshops: 30 minutes on topics pertaining to student's learning about education, social, political, or cultural knowledge. Group Workshops will be offered during the first 30 minutes of site from 3:30pm to 4:00pm. Students can RSVP through the Remind App a week before each workshop. Workshop topics may include:

a) HOPE Introduction
b) Studying Tips
c) Types of Higher Education
d) Community College/Transfer Process
e) Financial Aid Application Help
f) College Application Help
g) Mental Health and Wellness
h) Maintaining Healthy Relationships
i) Test-Taking Strategies
j) Resume Building +Job Hunting
k) Interview Tips + Skills
l) Mock Interviews
m) Time and Stress Management
n) Physical Wellness
o) Community College Guest Speakers
p) Career/Entrepreneurship Guest Speakers

All communication for Workshops and Site will be made on the Remind app.

6. Except as mutually agreed upon, in writing, UCLA shall not be responsible for providing any services to School beyond the standard program terms included in this Agreement.
7. If applicable, UCLA will provide a certificate of completion to Students who complete the Program (however, only School may award grades, as provided below).
8. UCLA will not evaluate Student performance.

B. School Responsibilities

1. The School shall identify a pool of prospective Program participants to participate in this Program.
2. The School will publicize the Program.
3. If applicable (e.g. field trips), the School will provide pre-departure information for Students, to familiarize them with the Program and UCLA requirements.
4. The School shall be responsible for awarding grades and for establishing Student requirements for matriculation, promotion and graduation.

5. The School will maintain all academic records and issue Student transcripts in accordance with its policies.
6. If requested by UCLA, School will require Students to complete and return evaluation forms to UCLA's designee.

C. Student Participation
   1. All Students must be enrolled at School and shall maintain academic standing throughout the Program.
   2. Students and UCLA Program Staff will be provided access to the Facilities and/or Locations to participate in the Program.
   3. Students shall not be candidates for admission at UCLA by participating in the program.

D. Timing and Hours
   1. The Institutions shall endeavor to mutually agree upon the course of study (site) at School (the facility) no later than 8/25/24.

   2. The Program will be comprised of approximately 32 hours for field trips (8 hours each field trip, total of 4 field trips) and 60 total hours of site content. Approximately 2 hours will be coordinated by UCLA on every Thursday from 3:30pm-5:30pm.

E. Facilities and Locations: If applicable, UCLA will allow Students from School to use the following:

   Facilities: No UC facilities will be utilized.

   The School will allow Students and UCLA Program Staff to use the following:

   Locations: Services will take place at Loara High School, 1765 W Cerritos Ave, Anaheim, CA 92804, in the Community Room from 3:30pm to 5:30pm every Thursday.

   If applicable, availability of, and permitted uses for, additional Facilities and/or shall require the express permission of UCLA. Use of UCLA housing Facilities will require a separate agreement signed by the appropriate department at UCLA.

F. Additional Program Terms
   1. UCLA will also provide:
      a. Field Trips to learn about the college process will be offered to Students. Students will RSVP through a Google Form at least two weeks prior to the field trip. Important information will be sent to students a week prior to the actual field trip.

2. School will not be responsible for any expenses. School will inform Students that they are responsible for any and all personal expenses including, but not limited to, the following:
    a. Food and incidentals, unless otherwise agreed

II. TERM; IMPORTANT DATES

A. Effective Date: September 26, 2024

B. End Date: September 26, 2027

C. Other Important Dates:
1. Program Start Date: Students' participation in the Program will begin on or around September 26, 2024.

2. If applicable, upon completion of the Program, Students are expected to return to their School.

III. FEES AND PAYMENT TERMS (***Not Applicable***)

A. Fee Schedule
1. The School will be obligated to pay UCLA the following fees to participate in the Program: **$0.00.**
2. The Institutions shall agree upon fees to be paid, and payment due dates for the Program, in writing, and when possible, before the Program is announced to any Students.

B. Compensation and Billing
1. Unless otherwise specified herein, School shall pay UCLA in accordance with the fee schedule set forth in this Agreement. If the Institutions have agreed upon additional fees, in writing, and such additional fees are not reflected in the fee schedule, payments for the additional fees shall be due thirty (30) days from the date of invoice.
2. The School shall pay UCLA a one percent (1%) service charge per month for any payments that are not made within thirty (30) days of the due date, as provided above.
3. Payments shall be made in US dollars, in the form of check and sent to the address and attention noted on the invoice. Payments to UCLA shall be made payable to the UC Regents, unless otherwise specified by UCLA, in writing.

IV. PRIMARY CONTACTS

The School shall appoint a Primary Contact who will provide coordination, oversight and direction for the Students. The Primary Contact from School shall have the appropriate training and experience to discharge this responsibility. UCLA shall also assign a

Primary Contact with the appropriate training and experience to interact with Students and School's Primary Contact, providing guidance, as needed.

The Primary Contacts are:

1. For UCLA: Angela De Cenzo, CPO Business Officer, who can be reached at (310) 206-9373 and adecenzo@cpo.ucla.edu.
2. For School: Andrea Rodriguez, Community Schools Coordinator, who can be reached at (714) 999-3677 and rodriguez_an@auhsd.us.

V. NOTICES

Notices shall be in writing and may be delivered personally to a designated representative of the Institution or sent by expedited mail using a nationally recognized overnight delivery service (such as UPS or Federal Express), and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

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

If to UCLA:
Community Programs Office
220 Westwood Plaza
Student Activities Center Room B02C
Los Angeles, CA 90095
Attn: Angela De Cenzo, CPO Business Officer

With a copy to:
UCLA Office of Legal Affairs
3148 Murphy Hall, Box 951405
Los Angeles, CA 90095-1405

The Institutions, by their duly authorized representatives, have executed and delivered the Agreement as of Effective Date.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: Michael Deluca, Associate Vice Chancellor, UCLA Campus Life

Date: _____

ANAHEIM UNION HIGH SCHOOL DISTRICT, ON BEHALF OF LOARA HIGH SCHOOL

By: _____

Name: Dr. Jaron Fried

Date: 10/18/24

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, by and on behalf of the Campus Life/Community Programs Office at its LOS ANGELES CAMPUS ("**UCLA**") and ANAHEIM UNION HIGH SCHOOL DISTRICT, ON BEHALF OF LOARA HIGH SCHOOL ("**School**")

DATED: April 19, 2024

STANDARD TERMS AND CONDITIONS

These standard terms and conditions (the "Standard Terms and Conditions") are hereby incorporated by reference into one (1) or more Schedules between UCLA and School as though set forth in full. An Agreement shall consist of (i) the Standard Terms and Conditions, (ii) any Attachments and (iii) a Schedule. All capitalized terms are defined in the Standard Terms and Conditions or in the applicable Schedule. UCLA and School agree as follows:

1. DEFINED TERMS

1.1. "*Agreement*" means (i) the Standard Terms and Conditions, (ii) any Attachment(s) and (iii) a Schedule.

1.2. "*Attachment(s)"* means any document(s) containing supplemental information or provisions relating to the Agreement, which are attached to the Standard Terms and Conditions and incorporated into the Agreement by reference.

1.3. "*Effective Date*" means the date, specified in a Schedule, on which the Term of the Agreement commences.

1.4. "*End Date*" means the date, specified in a Schedule, on which the Term of the Agreement ends.

1.5. "*Facility(ies)*" means those facilities, venues, premises and other locations, which are owned, leased, controlled, operated and/or staffed by UCLA.

1.6. "*Faculty"* means faculty members of either Institution, as determined by context.

1.7. "*Institution(s)*" means UCLA and/or School, as indicated by the context.

1.8. "*Law(s)"* means applicable laws, rules and regulations, including without limitation, local and national laws, rules and regulations pertaining to an Agreement and/or to either Institution's activities under the Agreement, including without limitation, those applicable to safety, data privacy and the privacy and protection of personally identifiable information, the protection of employees, export control and the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any foreign equivalent).

1.9. "*Location(s)*" means the locations, other than Facilities, where the Program will take place.

1.10. "*Personal Data*" means a Student's personally identifiable information.

1.11. "*Primary Contact(s)*" means the Faculty or Staff appointed by either Institution to support the Program and provide guidance to Students, as provided herein.

1.12. "*Program*" means the educational program described in the Schedule.

1.13. "*Program Start Date*" means the date specified in a Schedule when Students shall begin using the Facilities and/or Locations.

1.14. "*Schedule*" means the document signed by the Institutions containing the details concerning the Program that make reference to the Standard Terms and Conditions.

1.15. "*Staff*" means the non-Faculty employee of either Institution, as determined by context.

1.16. *"Student(s)"* means School's regularly enrolled students in good academic standing who participate in the Program.

1.17. "*Term*" means the period commencing on the Effective Date of a Schedule, and ending upon the End Date of such Schedule, or upon the earlier termination of the Agreement, including such Schedule.

2. **HEALTH INSURANCE AND IMMUNIZATIONS *(only applicable for trips to UCLA or any UC-campus)***

2.1. **Health Insurance:** Students may be required to provide proof of full health coverage that meets the insurance requirements of UCLA as a condition of obtaining a visa and/or participating in the Program. If applicable, information concerning health insurance and associated costs at UCLA will be provided to School before applications are approved.

2.1.1. School shall require its Students to maintain comprehensive health insurance coverage for the duration of his/her time at UCLA.

2.1.2. UCLA may require visiting Students to purchase a health insurance policy through UCLA and show proof of insurance while the Student is visiting UCLA.

2.2. **Immunizations**: School shall confirm and verify that each of its Students has received all immunizations required by UCLA, prior to visiting UCLA. Upon reasonable request by UCLA, and in accordance with applicable Law, School shall provide written documentation reflecting its compliance with this Section.

IF THE PROGRAM IS NOT ON UCLA PROPERTY:

UCLA is not requiring health insurance coverage or immunization records, because the Program is not being held at a UCLA Facility

3. **VISAS AND OTHER REQUIREMENTS *(only applicable for trips to UCLA or any UC-campus)***

3.1. **Student Visas:** If the Students are visiting UCLA from another country, UCLA will provide School with a list of the documentation required to obtain a visa.

3.2. **Language Proficiency:** UCLA will inform School of the minimum English language competence (i.e., TOEFL and/or IELTS scores, and/or other evidence of English language competence required for international students), as determined by UCLA in its sole discretion.

3.3. **Other Documentation:** Other documentation may be required by UCLA, in its absolute discretion. School agrees to require its Students to provide such documentation to UCLA in a timely fashion, as a condition of participating in the Program.

IF THE PROGRAM IS NOT ON UCLA PROPERTY, BUT IS TAKING PLACE IN THE US:

UCLA is not requiring visa documentation or proof of language proficiency, because the Program is taking place in the United States, but is not being held at a UCLA Facility. Other documentation may be required by UCLA, in its absolute discretion. School agrees to require

its Students to provide such documentation to UCLA in a timely fashion, as a condition of participating in the Program.

4. TERM AND TERMINATION

4.1. **Term**: The Term of the Program shall have the Effective Date and End Date specified in the Schedule.

4.2. **Termination without Cause:** Either Institution may terminate this Agreement without cause, by giving the other Institution written notice no less than six (6) months prior to the Program Start Date. Otherwise, this Agreement may be terminated for convenience, if mutually agreed upon by the Institutions, in writing.

4.3. **Termination for Material Breach:** This Agreement may be terminated by either Institution with cause upon the breach of a material term of this Agreement by the other Institution, by giving the other Institution thirty (30) days' prior written notice of such breach, subject to the defaulting Institution's right to cure the breach. In the event that the defaulting Institution fails to cure the material breach within thirty (30) days of receipt of such written notice of termination, the non-defaulting Institution may terminate this Agreement, effective as of the expiration of said thirty (30) day notice period.

4.4. **Immediate Termination:** Either Institution may terminate this Agreement immediately upon notice to the other Institution upon any of the following events: (1) the other Institution's loss of licensure, certification and/or funding supporting the Program; (2) the other Institution's loss of insurance coverage as required hereunder, (3) adverse changes in legal and/or political landscape that materially and negatively impact the Program and/or jeopardize the health and/or safety of Faculty, Staff or Students, (4) an unauthorized transfer or assignment of the Agreement by the other Institution or (5) the other Institution's insolvency or bankruptcy filing (or similar action).

4.5. **Student Termination**: UCLA may terminate any Student's participation if such Student has (or has expressed an intention to) violate any applicable Law, UCLA's policies, procedures, ethical requirements or disciplinary codes, or is otherwise not making acceptable progress or meeting the requirements of the Program. If practicable, the Institutions shall discuss in good faith the potential dismissal of the Student prior to such dismissal, however, UCLA's decision to terminate a Student shall be subject to such Institution's sole discretion.

4.6. **Students' Interests**: If the Program is terminated, the Institutions agree to act in a manner that takes into consideration the interests of Students.

5. REPRESENTATIONS, INSURANCE AND INDEMNITY

5.1. **Representations**: Each Institution covenants to conduct all of its activities relating to the Agreement, in accordance with any and all Laws and applicable policies.

5.2. **Student Compliance**: The School shall direct its Students to comply with all Laws and UCLA's policies and rules. School acknowledges, and shall inform each Student, that if applicable such Students will be subject to the same policies as regular, full-time students at UCLA (*e.g.*, UCLA is a totally smoke-free campus and smoking is prohibited inside UCLA Facilities, including dormitories, and anywhere on campus grounds).

5.3. **Insurance**: Each Institution shall insure its activities in connection with this Agreement and obtain, keep in force and maintain the minimum insurance limits as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Sexual Misconduct Insurance with a minimum limit of one million dollars ($1,000,000) per occurrence.

C. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than: One million dollars ($1,000,000) per occurrence.

D. Workers' Compensation as required by applicable State law.

E. Cyber Liability Insurance with a minimum limit of one million dollars ($1,000,000) per occurrence.

5.4. Indemnification by School: School shall defend, indemnify and hold UCLA, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this 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 School, its officers, agents or employees.

5.5. Indemnification by UCLA: UCLA shall defend, indemnify and hold School its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this 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 UCLA, its officers, agents or employees.

5.6. Cooperation: The Institutions agree to make good faith efforts to resolve disputes that may arise between them. In the event of litigation or other claims brought by third parties against either Institution (or its respective officers, agents and employees), each Institution shall use its reasonable efforts to assist the other in the defense of such litigation or claims, including promptly assisting the other in any investigation.

6. INTELLECTUAL PROPERTY AND USE OF NAME

Any mark, logo or copyrighted work (including, but not limited to, course materials) or other intellectual property owned by an Institution shall remain the property of such Institution and shall not be duplicated, reproduced, disseminated or used without the prior written permission of such Institution. School agrees that any use of the "University of California" or similar references to the University of California Los Angeles, its employees, programs and/or Facilities, shall be subject to the prior written consent of The Regents of the

University of California in accordance with the provisions of applicable Law, including but not limited to California Education Code Section 92000 and University of California policy.

7. DATA SECURITY AND PRIVACY

7.1. Should any Institution collect Personal Data and transfer such Personal Data to the other Institution, the transferring Institution shall ensure that such Personal Data will be:

7.1.1. provided to the other Institution if and only if the Parent or Guardian has voluntarily consented to the transfer, in writing (Student visiting UCLA shall have their Parent or Guardian complete and sign the form attached here to as Attachment A before any Personal Data is provided to UCLA); and

7.1.2. shared with the other Institution for the purposes of the Program only.

7.2. Neither Institution shall process or use Personal Data for any purposes except those outlined in this Agreement, unless expressly permitted by the Parent or Guardian, in writing.

7.3. Each Institution shall:

7.3.1. handle Personal Data appropriately and in compliance with all Laws such Institution's policies concerning privacy (e.g., University of California policies found at https://privacy.ucla.edu/policies/ and http://www.registrar.ucla.edu/catalog/uclacatalog14-15-826h.htm, School's comparable policies) and processes (e.g., the University of California records retention schedule found at http://recordsretention.ucop.edu and School's comparable processes), which may be updated from time to time;

7.3.2. take appropriate technical and organizational security measures against unauthorized or unlawful disclosure or loss of Personal Data; and

7.3.3. promptly respond to any inquiries regarding Personal Data, and assist the other Institution in responding to inquiries concerning Personal Data.

8. MISCELLANEOUS

8.1. This Agreement shall be governed by, and its terms construed under, the Laws of the State of California, without regard to its conflict of laws provisions. Each Institution hereby consents to the jurisdiction of courts in Los Angeles County, California. School waives all claims of sovereign immunity and consents to service of all notices (including the service of process) through the mail or as otherwise allowed by Law.

8.2. Neither Institution shall be deemed to be in default of or to have breached this Agreement due to any delay or failure in performance resulting from any "Force Majeure" event, such as acts of God, acts of civil or military authorities, civil disturbances, wars, labor disputes, fires, transportation contingencies, judicial or governmental order or similar occurrences beyond such Institution's reasonable control. The Institution claiming excusable delay shall promptly notify the other Institution, in writing. If the delay lasts more than thirty (30) days, the Institution not claiming excusable delay shall have the option of terminating this Agreement upon written notice to the other Institution.

8.3. This Agreement may not be transferred or assigned by either Institution to another entity without the prior written consent of the other Institution.

8.4. The waiver of any performance required hereunder or of any breach of a provision hereunder shall not operate as a waiver of any subsequent failure to perform or

breach of the same or any other provision of this Agreement.

8.5. The performance of their respective duties and obligations of both Institutions under this Agreement shall be that of independent contractors and nothing herein shall create or imply an agency relationship between them, nor be deemed to constitute a joint venture or partnership between them.

8.6. The Institutions expressly agree and understand that Students engaged in any Program are participating for educational purposes only and that such Students are not employees of UCLA for any purpose, including but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

8.7. Nothing contained in this Agreement is intended to or shall make any third party (including any Student) a beneficiary of any rights or obligations of either Institution under this Agreement.

8.8. This Agreement shall be construed as if the Institutions jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Institution. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement will remain in full force and effect.

8.9. The controlling language of this Agreement is English. All communications and notices shall be in English. In the event that a translation of this Agreement is prepared and signed by Institutions, this English language version shall be the official version and shall govern in the event of a conflict with the translation.

8.10. This Agreement with its Standard Terms and Conditions, Attachment(s) and Schedule(s), constitutes the entire agreement between UCLA and School regarding its subject matter and may not be amended or changed except by a writing signed by authorized representatives of both Institutions. This Agreement supersedes any previous written or oral communication between the Institutions.

8.11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until each Institution named below has executed a counterpart of this Agreement.

The provisions of Sections 5 - 8 shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Institutions hereto have executed and delivered, by their duly authorized representatives, the Standard Terms and Conditions as of the Effective Date:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: Michael Deluca, Associate Vice Chancellor, UCLA Campus Life

Date: _____

ANAHEIM UNION HIGH SCHOOL DISTRICT, ON BEHALF OF LOARA HIGH SCHOOL

By: _____

Name: _____

Date: _____

ATTACHMENT A

PERSONAL DATA, RESPONSIBILITY AND INDEMNITY FORM

I, the undersigned student, want to participate in the educational program (the "**Program**") between The Regents of the University of California, by and on behalf of its Los Angeles campus ("**UCLA**"), and Anaheim Union High School District, on behalf of Loara High School ("**Institution**"). I request that my personal information provided below and in the attachments be transferred by UCLA to Institution (or by Institution to UCLA, as applicable), for the purpose of my participation in the Program. I understand that my personally identifiable information (collectively, "**My Data**"), will be processed by UCLA and Institution on a need to know basis, for the purpose of the administration and performance of the Program. Should I have any questions or concerns about the use of My Data, I may contact **Lizbeth Gomez, HOPE Project Coordinator, at UCLA's Community Programs Office, who can be reached at lgomez@cpo.ucla.edu**

My Data:

I am providing the following information, which UCLA may share with faculty and staff supporting the Program:

CA SSID	
UCTAP ID, if applicable	
Birth Date	
Gender	
Ethnicity	
Education level of first parent/guardian of participant	
Education level of second parent/guardian of participant	
Household Languages	
English Language Learner? Yes/No	
Low -Income? Yes/No	
Grade Level	
Expected Graduation Date	

_____

First and Last Name of Participant

_____

Email and Cell Phone Number, if applicable, of Participant

My Data shall include any and all personally identifiable information ("PII") provided by me to Institution and/or UCLA relating to the Program, including but not limited to any PII provided above, and/or in any application, biography, curriculum vitae, resume and/or attachments to this form.

Emergency Contact Information:

_____

First and Last Name of Parent/Guardian of Minor

_____

Address, City, and Zip Code of Parent/Guardian of Minor

_____

Phone Number (and Country Code) and Email of Parent/Guardian of Minor

No Use of UCLA Name:

Except for incidental factual statements reflecting participation in the Program, I understand that I shall not use any names "UCLA" or "University of California" or any mark, logo or copyrighted work or other intellectual property associated with UCLA in any manner without UCLA's prior written permission.

My Responsibilities and Indemnity:

Participation in the Program, and any provision of My Data, is voluntary. If I choose to participate in the Program, I will comply with all applicable laws, regulations and policies (including UCLA policies).

I agree to be responsible for any claims of injury, loss or damage arising from or relating to my actions or inactions, including but not limited to, claims concerning property damage, physical injury, emotional distress, infringement and right of publicity ("**Claims**"), and I will defend and indemnify UCLA, its officers, agents and employees, for any and all such Claims.

I agree that UCLA may receive, share and use My Data as provided above. I also agree to the above terms concerning use of the UCLA name, my responsibilities and indemnity.

Photo and/or Video Release

I give my consent (and/or consent on behalf of, and as legal guardian for a minor child) to the use of any photographs or video taken of the minor child by UCLA Staff or Volunteers, or their representatives, to be used for editorial and/or promotional uses only

_____

Signature of Participant Date

_____

Signature of Parent/Guardian of Minor Date

Participant's Age (if minor) _____

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October 2024, between the Anaheim Union High School District ("District") and Marcus Management Solutions (MMS) ("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 July 1, 2024 through June 30, 2025.

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 **Fifty Thousand and Seven Hundred Forty Nine Dollars and Forty Three Cents ($50,749.43)** and no other costs or expenses. Payment or 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. Adela Cruz
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-7734 / 999-2437
Email: cruz_ad@auhsd.us

Contractor
Marcus Management Solutions (MMS)
Attn: Zorayda Lopez-Marcus
4700 Natick Ave Unit 209
Sherman Oaks, CA 91403
Phone: (818) 400-6215
Email: zorayda_lopez@yahoo.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

[Marcus Management Solutions]

Date: 9/12/2024 9/12/24

By: _____

Print Name: Zorayda Lopez-Marcus

Title: Consultant / Sole Proprietor

Zorayda Lopez-Marcus
Consultant/Sole Proprietor

EXHIBIT A

Marcus Management Solutions (MMS) is specially qualified for and shall provide *special evaluation services* to the District that no qualified employee of the District, nor employee of any districts, nor any county offices of education adjoining the particular District is available to perform and that will meet the special needs of the District and the requirements of the funding agency for the Tobacco Use Prevention Education (TUPE) Grant. MMS will design and implement the Evaluation Management Plan and measurement tools, oversee the data collection system, analyze data, and prepare extensive annual evaluation reports during the term of the TUPE Grant, which commences on July 1, 2023, and concludes on June 30, 2026. Work is to be performed for the funding agency, the Governing Board, and the TUPE collaborators, as outlined in the Tier 2 TUPE grant award (2023-26).

The District TUPE Project Coordinator (PC) works closely with the contracted program evaluator to adapt needs assessments, surveys and program monitoring instruments. Guided by the principles of Continuous Quality Improvement, the PC and evaluator will review data outcome measures at least monthly and report/discuss updates with service deliverers in order to maintain high levels of project service quality and effectiveness. The PC and the evaluator frequently gather survey feedback from students, teachers, TUPE Advisors, district staff and community partners to identify local TUPE needs, trends, and opportunities. Findings are reviewed monthly, and evidence-based program adjustments implemented as necessary. Additionally, qualitative measures from surveys are monitored by the contracted evaluator who updates the PC monthly on progress and emerging outcomes such as if students are learning new information, resolving not to use tobacco, and building SEL skills with youth development activities with an anti-tobacco/vape focus. This timely process, along with the comprehensive annual program evaluation report prepared by the external evaluator, will allow the PC to identify improvement strategies for the current as well as each succeeding year of the program.

9.75% of the total grant award amount; not to exceed 10% and/or $50,749.43 per year, as outlined in the TUPE grant application.

TUPE GRANT EVALUATORS (2024-25: YEAR 2 of 3)		
Total Grant Award Amount:		520,507.00
Contract Percentage of Grant Total:		9.75%
Total Contract Amount (YEAR 1):	**$**	**50,749.43**

9.9.24

Zorayda Lopez-Marcus
Marcus Management Solutions (MMS)
4700 Natick Ave Unit 209
Sherman Oaks, CA 91403-2017
(818) 400-6215
zorayda_lopez@yahoo.com

Federal Identification Number #99-2739727

EXHIBIT - MARCUS MANAGEMENT SOLUTIONS (MMS)

Zorayda Lopez-Marcus
Marcus Management Solutions (MMS)
4700 Natick Ave Unit 209
Sherman Oaks, CA 91403-2017
(818) 400-6215
zorayda_lopez@yahoo.com

Federal Identification Number #99-2739727

EXHIBIT A

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TUPE GRANT EVALUATORS (2024-25: YEAR 2 of 3)		
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Contract Percentage of Grant Total:		9.75%
Total Contract Amount (YEAR 1):	**$**	**50,749.43**

9.9.24

UNIVERSITY OF CALIFORNIA

SALES AND SERVICES AGREEMENT #2025BC-016

This Sales and Services Agreement (this "Agreement"), dated 8/1/2024 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of the University of California, Irvine, UCI Science Project, and Anaheim Union High School District ("Client"), having a principal place of business at 501 N. Crescent Way, Anaheim CA 92801.

In consideration of the mutual covenants in this Agreement, the parties agree to the following:

Section 1 – Term and Termination.

1.1. Term

The Term of this Agreement begins on 8/1/2024 and ends on 6/2/2025 , unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

Section 2 – Statement of Work.

2.1. Services.

University shall perform the services set forth in Exhibit A (the "Services").

2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes. Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University's Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

"Background Intellectual Property" shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client's furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, "Client Materials") or University's use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party.

University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University's consent.

2.3. Client Responsibilities.

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

2.4. No Liability for Delay.

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client's exclusive remedy for University's delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

2.5. Shipment and Delivery.

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

Section 3 –Fees and Payment Schedule.

3.1 Fees, Schedule and Invoicing.

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

3.2 Service Charge.

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

3.3 Form of Payment.

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

Section 4 – Insurance.

4.1 Client Insurance.

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance (contractual liability included):

Each Occurrence:	$1,000,000
Products/Completed Operations Aggregate:	$2,000,000
Personal and Advertising Injury:	$1,000,000
General Aggregate:	$2,000,000

Workers Compensation as required by law.

4.2 University Insurance.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence:	$1,000,000
Products/Completed Operations Aggregate:	$2,000,000
Personal and Advertising Injury:	$1,000,000
General Aggregate:	$2,000,000

Workers Compensation as required by law.

Section 5 – Indemnification.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including 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 (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgement in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 6 –Disclaimer of Warranty and Limitation of Liability.

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

Section 7 – University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision complies with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

Section 8 – Export Control and Biohazardous Materials.

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University with written notification to the University contact listed on Exhibit A that identifies such Client Materials, including their export classification.

Section 9 – Protected Health Information and Personally Identifiable Information.

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

Section 10 – Force Majeure.

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

Section 11 – Notices.

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A. **Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]"**.

Section 12 – Relationship of the Parties.

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

Section 13 – Third Party Beneficiary.

There are no intended third-party beneficiaries to this Agreement.

Section 14 – Conflict of Interest.

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

1) An investment worth $2,000 or more in Client or its affiliate;

2) A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
3) Receipt during the past 12 months of $500 in income or $440 in gifts from Client or its affiliate; or
4) A personal financial benefit from this Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

Section 15 – Assignment.

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

Section 16 – 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 shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Section 17 – Non-Waiver.

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

Section 18 – Survival.

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

Section 19 – Amendments.

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

Section 20 – Governing Law and Venue.

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

Section 21 – Signatures and Counterparts.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 22 – Entire Agreement/Integration.

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to

such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

Section 23 - Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, IRVINE ("University")

(UC Irvine Department Approval) Date
Name: Nicole Gilbertson
Title: Director, UCI Teacher Academy

Signature Date
Name: Snehal Bhatt
Title: Chief Procurement Officer, Procurement Services

Client: Anaheim Union High School District

10/18/24

Signature Date
Name: Dr. Jaron Fried
Title: Assistant Superintendent, Educational Services
Tax ID #: 95-6000120

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: http://www.policies.uci.edu/policies/pols/903-14.html.

EXHIBIT A – STATEMENT OF WORK

I. PARTIES

CLIENT

Full Legal Name:	Anaheim Union High School District
Business Address (city state, Zip, & country if outside of US)	501 N. Crescent Way, Anaheim CA 92801
Phone Number:	714-999-3511
Client Contact:	Dr. Jaron Fried, Assistant Superintendent, Educational Services
Invoice Remittance Address/Instructions:	501 N. Crescent Way, Anaheim CA 92801

UNIVERSITY

Campus Department:	UCI School of Education, UCI Science Project
Address:	261 Public Service Building Irvine, CA 92697
Phone Number:	949-824-2057
University Contact:	Nicole Gilbertson, Director UCI Teacher Academy
Additional Payee Information (if applicable):	Central Cashier, 228 Aldrich Hall, Irvine CA 92697-1975

III. STATEMENT OF WORK

Services:	2024-2025 Anaheim Unified School District Magnolia Agriscience Community Center (MACC) The UCI Science Project staff will support the implementation of UCI Science Project curriculum and implementation for Anaheim students at MACC by facilitating the instruction of the curriculum at MACC on a weekly basis during the fall and spring quarters of the 2024-2025 academic year. The UCI SP staff will support this by doing the following activities: ● UCI intern recruitment, orientation, and in-person support ● Revision and refinement of student curriculum ● Regular meetings with MACC Coordinator and staff
Deliverables:	N/A
Information/Materials provided by Client:	N/A
Additional Client Responsibilities:	N/A

IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost):	42 hours (6 days) @ $2,000 daily rate = $12,000 School of Education 10% Overhead cost = $1,200 Total costs $13,200
Billing Schedule:	Monthly
Payment Terms:	Upon presentation of an Invoice. Past due if payment not received within 30 days.
Payments Accepted:	ACH, Wire Transfer, Paper Check
Payable to:	The Regents of the University of California
Payment Address:	UCI Payment Services 228 Aldrich Hall Irvine, CA 92697-1975

All payments must reference this Agreement number #2025BC-016.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Inspired Resolutions Licensed Clinical Social Worker, 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 requires 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 under the standards of its profession, to the district's satisfaction, and under 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 outlined 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 under this Agreement is from October 18, 2024, through May 25, 2025.

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 according to this Agreement a total fee of Twelve thousand Dollars ($12,000) 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 the Contractor for the 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 concerning 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 according to this Agreement.

7. **Standard of Care**. The contractor's Services will be performed, findings obtained, and reports and recommendations prepared under 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, under 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 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 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 xxx☐ 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 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 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 before 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 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 violate 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 according 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 on 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 according 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 xxxxx☐ No According 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 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 under 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 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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3567
Email: sidhu_s@auhsd.us

Contractor
Name: Inspired Resolutions Licensed Clinical Social Worker, Inc.
Attn: Dr. Brandon Joffe
Street Address: 22880 Savi Ranch Pkwy, Suite B
City State Zip: Yorba Linda, CA 92887
Phone: 714-243-5252
brandon@inspiredresolutionscounsel.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 under, 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,

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 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 based on 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: October 18, 2024

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent Ed.Division

Inspired Resolutions

Date: September 18, 2024

By: _____

Print Name: Mr. Brandon Joffe

Title: Licensed Clinical Social Worker CA

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:

Inspired Resolutions specializes in teenage crisis counseling. The owner of Inspired Resolutions is Mr. Brandon Joffe. Mr. Joffe is a licensed clinical social worker (LCSW). He will oversee and assign Inspired Resolutions counselors for individual personal counseling, crisis intervention, human development, and parent consultation. Mr. Joffe will create and keep confidential student files according to mandates, student conflict mediation and resolution, and assessments, and maintain a close working relationship with the Servite High School counseling department.

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 <u>not</u> 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, Brandon Joffe, am the Owner of Inspired Resolutions
Name of Individual / Title / Name of Contractor
Brandon Joffe / Owner / Inspired Resolutions
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:

Zack Collie, AMFT
David Lappin, AMFT
Natalie Atkinson, AMFT
Brittany Johns, LMFT

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 Inspired Resolutions, California on 9/18/24
Date

Inspired Resolutions

Signature

Brandon Joffe
Typed or Printed Name Brandon Joffe

Owner Owner
Title

Inspired Resolutions
Name of Contractor Inspired Resolutions

22880 Savy Ranch Pkwy.
Yorba Linda, CA 92887
714-243-5259

22880 Savi Ranch Pkwy
Address Yorba Linda, 92887

714-243-5259
Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Jennifer Acevedo ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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.

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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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Contractor
Jennifer Acevedo

10871 Mac St
Anaheim, CA 92804
Phone: 714-306-7713
Email:jennifer.aly.acevedo@gmail.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Jennifer Acevedo

Date: 09/17/2024

By: Jennifer Acevedo

Print Name: Jennifer Acevedo

Title: Consultant

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 will conduct a morning dance or theater clinic, in which a series of workshops will be offered to AUHSD students at the 2024 AUHSD Theater & Dance Workshops. Under the supervision of District certificated staff, the Contractor will provide services including providing students with a college-level professional dance or theater experience such as workshops on acting or dance technique, choreography or theatrical writing, composition or theatrical design, improvisation, or ethnic and world forms.

Contractor will teach three workshops on September 28, 2024 at Anaheim High School from 8:00am to 1:00pm.

Approximately 250 students in grades 7-12 from 16 AUHSD schools will benefit from the Contractor's services.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Autumn Browne ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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).

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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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Contractor
Autumn Browne

2402 N. Olive Lane
Santa Ana, CA 92706
Phone: 714-329-9847
Email: autumnbrowne21@gmail.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Autumn Browne

Date: 09/17/2024

By: Autumn Browne

Print Name: Autumn Browne

Title: Consultant

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 will conduct a morning dance or theater clinic, in which a series of workshops will be offered to AUHSD students at the 2024 AUHSD Theater & Dance Workshops. Under the supervision of District certificated staff, the Contractor will provide services including providing students with a college-level professional dance or theater experience such as workshops on acting or dance technique, choreography or theatrical writing, composition or theatrical design, improvisation, or ethnic and world forms.

Contractor will teach three workshops on September 28, 2024 at Anaheim High School from 8:00am to 1:00pm.

Approximately 250 students in grades 7-12 from 16 AUHSD schools will benefit from the Contractor's services.

Autumn Browne just finished 25 years teaching Drama at Brookhurst JHS, directing 120+ shows with her young actors. She was the 2021 recipient of the Jim Thomas Lifetime Achievement Award for Excellence in Theatre Education from the Orange County Department of Education (OCDE). Prior to her teaching career, Autumn was a Hollywood actress, filming several national commercials and appearing in TV shows and movies. She's now back in the game auditioning for TV/Film/Stage!

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Quintan Craig ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Quintan Craig
Quintan Craig

214 Pointe Dr
Brea, CA 92821
Phone: 714-745-8713
Email: quintancraig@gmail.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Quintan Craig

Date: 09/17/2024

By: _____

Print Name: Quintan Craig

Title: Consultant

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 clinician is a distinguished educator and professional director, dancer, actor, and/or choreographer whose interpretation and dynamic attention to theatrical detail offers students a truly exceptional learning experience. He or she is a recognized authority in theatrical performance and design and has established a regional or national reputation with performance, choreographic, or directing engagements.

Services will be provided between 8:00am and 1:00pm on Saturday September 28 at Anaheim High School.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Jason DeRoest ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Jason DeRoest
Jason DeRoest

15608 Lilli Way
Van Nuys, CA 91411
Phone: 323-440-4787
Email: deroestisonfire@gmail.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Jason DeRoest

Date: 10/17/2024

By: Jason DeRoest

Print Name: Jason DeRoest

Title: Consultant

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 will conduct a morning dance or theater clinic, in which a series of workshops will be offered to AUHSD students at the 2024 AUHSD Theater & Dance Workshops. Under the supervision of District certificated staff, the Contractor will provide services including providing students with a college-level professional dance or theater experience such as workshops on acting or dance technique, choreography or theatrical writing, composition or theatrical design, improvisation, or ethnic and world forms.

Contractor will teach three workshops on September 28, 2024 at Anaheim High School from 8:00am to 1:00pm.

Approximately 250 students in grades 7-12 from 16 AUHSD schools will benefit from the Contractor's services.

Jason DeRoest comes from Pleasant Grove, Utah. He trained at The Dance Club and Center Stage studios in Orem, Utah. His TV credits include Eli Stone, The Starters Wife, and America's Best Dance Crew, as well as commercials for Visa and American Idol. Jason performed in the Broadway Tours of "Victor Victoria" and "Footloose." He was last seen in Disney's "Aladdin, A Musical Spectacular." Other Disney shows include "Mad Tea Party," "Electronica," and several shows at the El Capitan Theater. He's also been seen in the LA area in productions of "The Wizard of Oz," "Joseph and the Amazing Technicolor Dreamcoat," and "Jesus Christ Superstar." Currently teaching at Center Stage Dance LA and Free To Be Me Dance, a dance studio for kids with disabilities, Jason is passionate about teaching dance and using it as an opportunity to share what he has learned throughout his career with those who have a desire to take their technique and skill to the next level.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Eswinn Diaz ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Contractor
Eswinn Diaz

15 W. Mountain View St
Long Beach, CA 90805
Phone: 323-877-3274
Email: eswinn.diaz@gmail.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Eswinn Diaz

Date: **9/17/24**

By: 

Print Name: Eswinn Diaz

Title: Consultant

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 clinician is a distinguished educator and professional director, dancer, actor, and/or choreographer whose interpretation and dynamic attention to theatrical detail offers students a truly exceptional learning experience. He or she is a recognized authority in theatrical performance and design and has established a regional or national reputation with performance, choreographic, or directing engagements.

Services will be provided between 8:00am and 1:00pm on Saturday September 28 at Anaheim High School.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Heather Gillette ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Contractor
Heather Gillette

1241 E Sycamore Ave
Orange, CA 92866
Phone: 714-875-8730
Email: gillette_heather@sac.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Heather Gillette

Date: 09/17/2024

By: Heather Gillette

Print Name: Heather Gillette

Title: Consultant

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 clinician is a distinguished educator and professional director, dancer, actor, and/or choreographer whose interpretation and dynamic attention to theatrical detail offers students a truly exceptional learning experience. He or she is a recognized authority in theatrical performance and design and has established a regional or national reputation with performance, choreographic, or directing engagements.

Services will be provided between 8:00am and 1:00pm on Saturday September 28 at Anaheim High School.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Vincent Harris ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Contractor
Vincent Harris

380 S Sierra Madre Blvd #7
Pasadena, CA 91107
Phone: 909-200-7083
Email:princevince88@yahoo.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Vincent Harris

Date: 10/17/2024

By: _____

Print Name: Vincent Harris

Title: Consultant

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 will conduct a morning dance or theater clinic, in which a series of workshops will be offered to AUHSD students at the 2024 AUHSD Theater & Dance Workshops. Under the supervision of District certificated staff, the Contractor will provide services including providing students with a college-level professional dance or theater experience such as workshops on acting or dance technique, choreography or theatrical writing, composition or theatrical design, improvisation, or ethnic and world forms.

Contractor will teach three workshops on September 28, 2024 at Anaheim High School from 8:00am to 1:00pm.

Approximately 250 students in grades 7-12 from 16 AUHSD schools will benefit from the Contractor's services.

Vince began dancing at the age of 13 and trained in various styles including tap, ballet, jazz, hip-hop and contemporary. His passion for the art took him around the world performing in China, Japan, and even on cruise ships! He's been seen on television shows such as American Idol, X-factor, Victorious, Glee and danced for artists including Little Mix, Psy and Miley Cyrus. He is honored to be here work with all of your talented youth!

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Donny Jackson ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Contractor
Donny Jackson

5300 E. Atherton Ave #1E
Long Beach, CA 90815
Phone: 310-721-9313
Email: ddjackston@cypresscollege.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Donny Jackson

Date: 9/20/24

By: 

Print Name: Donny Jackson

Title: Consultant

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 will conduct a morning dance or theater clinic, in which a series of workshops will be offered to AUHSD students at the 2024 AUHSD Theater & Dance Workshops. Under the supervision of District certificated staff, the Contractor will provide services including providing students with a college-level professional dance or theater experience such as workshops on acting or dance technique, choreography or theatrical writing, composition or theatrical design, improvisation, or ethnic and world forms.

Contractor will teach three workshops on September 28, 2024 at Anaheim High School from 8:00am to 1:00pm.

Approximately 250 students in grades 7-12 from 16 AUHSD schools will benefit from the Contractor's services.

Donny Jackson is an award-winning Lighting Designer and Theatre Professor based in Los Angeles. He holds an MFA in Lighting Design from the UCLA School of Theatre, where he trained under Tony-winning lighting designer, Neil Jampolis, and serves as the Head of Technical Theatre and Design at Cypress College. Work highlights include the New York premiere of Four Clowns (La Mama Experimental Theatre), the premiere of A Singular They, for which he received a Stage Raw Award nomination (Blank Theatre), the Work Shop production of When God Looked Away, starring Al Pacino and Judith Light (Macha Theatre), the West Coast premiere of In the Heights (Casa 0101 Theatre), Phenomenal, written and directed by Grammy winner, Macy Gray (Ramon Cortines Performing Arts), the KJAZZ Annual Benefit Concert (Wallis Annenberg Center for Performing Arts) , Arrival & Departure (Fountain Theatre) for which he was awarded Best Lighting by BroadwayWorld LA and Transition, for which he received the NAACP award for Best Lighting.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Michael Mueller ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Contractor
Michael Mueller

366 Novel
Irvine, CA 92618
Phone: 208-570-3096
Email: Mjmueller3@gmail.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Michael Mueller

Date: 09/17/2024

By: Michael Mueller

Print Name: Michael Mueller

Title: Consultant

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 will conduct a morning dance or theater clinic, in which a series of workshops will be offered to AUHSD students at the 2024 AUHSD Theater & Dance Workshops. Under the supervision of District certificated staff, the Contractor will provide services including providing students with a college-level professional dance or theater experience such as workshops on acting or dance technique, choreography or theatrical writing, composition or theatrical design, improvisation, or ethnic and world forms.

Contractor will teach three workshops on September 28, 2024 at Anaheim High School from 8:00am to 1:00pm. Approximately 250 students in grades 7-12 from 16 AUHSD schools will benefit from the Contractor's services.

Michael Mueller is the coordinator for the Acting and Performance program and the Stage and Screen Combat program at Fullerton College. He has performed, taught, directed, and choreographed violence across the country and in the UK. In addition to being a Certified Teacher with the Society of American Fight Directors (SAFD), Michael is also a member of Actor Equity Association (AEA) and SAG-AFTRA. Michael earned his M.F.A. in Performance Pedagogy from the University of Pittsburgh and B.F.A. in Acting from Wright State University.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Chris Sebo ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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.

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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.

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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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Contractor
Chris Sebo

2900 E Lincoln Ave #278
Anaheim, CA 92806
Phone: 714-916-6208
Email: sebo_c@auhsd.us

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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Chris Sebo

Date: 10/17/2024

By: Christopher Sebo

Print Name: Chris Sebo

Title: Consultant

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 clinician is a distinguished educator and professional director, dancer, actor, and/or choreographer whose interpretation and dynamic attention to theatrical detail offers students a truly exceptional learning experience. He or she is a recognized authority in theatrical performance and design and has established a regional or national reputation with performance, choreographic, or directing engagements.

Services will be provided between 8:00am and 1:00pm on Saturday September 28 at Anaheim HighSchool.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Vicki Sundgren ("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 September 28, 2024 through September 28, 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 Hundred Dollars ($300) 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. Seema Sidhu
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: sidhu_s@auhsd.us

Contractor
Vicki Sundgren

7582 Lee Dr
Buena Park, CA 90620
Phone: 714-396-5214
Email: vickiesundgren@gmail.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Vicki Sundgren

Date: ~~10/XX/2024~~ 9/20/24

By: Vicki R Sundgren

Print Name: Vicki Sundgren

Title: Consultant

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 will conduct a morning dance or theater clinic, in which a series of workshops will be offered to AUHSD students at the 2024 AUHSD Theater & Dance Workshops. Under the supervision of District certificated staff, the Contractor will provide services including providing students with a college-level professional dance or theater experience such as workshops on acting or dance technique, choreography or theatrical writing, composition or theatrical design, improvisation, or ethnic and world forms.

Contractor will teach three workshops on September 28, 2024 at Anaheim High School from 8:00am to 1:00pm. Approximately 250 students in grades 7-12 from 16 AUHSD schools will benefit from the Contractor's services.

Vicki Sundgren is a professional hair and makeup effects artist in Orange County, CA. A salon owner for more than 20 years, she was also a hair color educator for the L'Oreal Company. She taught hair reconstruction for Fermodal, was an instructor for several years going to professional salons teaching hair reconstruction. As a makeup artist, she is in demand for high visibility public safety events such as active shooter trainings, SWAT team trainings, and school presentations such as "Every 15 Minutes." She has provided professional makeup services and training to teachers and students in the Anaheim Union High School District for many years and is the airbrush trainer for the AUHSD Summer Arts Academy as well as the Anaheim High School Performing Arts Conservatory.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT
(NO FEE)

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October, 2024, between the Anaheim Union High School District ("District") and Serve the People Community Health Center ("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 31, 2024 through August 31, 2028.

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)

4. **Compensation**. Contractor agrees to provide Services at no cost.

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**. 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**. 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 of Mental Health
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-7734
Email:cruz_ad@auhsd.us

Contractor
Serve the People Community Health Center
Attn: David Becerra
1206 East 17th Street, Suite 101
Santa Ana, CA, 92701
Phone: (714) 352-2911
Email: dbecerra@servethepeoplechc.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: 10/18/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Serve the People CHC

Date: 08/15/24

By: _____

Print Name: David Becerra

Title: Executive 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:

Scope of Work: Partner Responsibilities	
Responsible Partner:	Description of Services & Tasks
Serve the People Community Health Center	Services on school campus: vision, dental, medical, behavioral health Some services (like Medi-Cal enrollments) may be offered at the clinic unless otherwise arranged by AUHSD and Serve the People Community Health Center (STP) Range of Services available to youth and families Serve the People: • Shall organize mobile medical, vison and dental services by providing qualified providers and staff, all free of charge to participating students of the district • Shall organize medical, vision and dental services by providing qualified community partners who will provide services free of charge to participating students of the district • Shall bill appropriate services to Medi-Cal for eligible students receiving medical, vision, behavioral health, and/or dental services and whose parent/guardian has consented to the utilization of a student's benefits. May enroll some clients into third party payors or programs to seek reimbursement for services rendered. Services will remain at no cost to clients. • Shall provide medical, vision, and dental services at no cost to students who have parental consent but are not eligible for utilization for Medi-Cal benefits. • Shall provide the equipment and documentation needed to complete healthcare evaluations • Shall assist participating students in selecting appropriate eyeglasses and sending materials and prescriptions to a qualified optical laboratory for processing for students participating in the mobile vision clinics • Shall ensure delivery of glasses to the school and replace lost or broken glasses upon contact from the school coordinator or student's parents/legal guardian • Shall provide medical healthcare including wellness visits, immunizations, sports physicals, and one time acute care visits during medical clinics • Shall provide dental services including cleanings, dental exams, x-rays, sealants and fillings during dental clinics

	• Shall make referrals when needed for follow up care when additional treatment is necessary beyond services we can provide on our mobile vision, dental, and medical clinics. • Referrals for follow up care may require further evaluation and treatment at either Serve the People's stationary facilities or with an outside health care provider, depending on the care needed and parent's preference. • Shall ensure proper security, maintenance, use and disposal of medical supplies and equipment used in delivery of services • Shall ensure confidentiality of records relating to delivery of the services to district students • Shall ensure the space provided by the district for delivery of services is left clean and in usable condition following each clinic • Shall provide outreach and Medi-Cal enrollment services when appropriate

Responsible Partnered	Description of Services and Tasks
Anaheim Union High School District	• District will provide a liaison between targeted school sites and STP to facilitate communication and implementation • Shall collaborate with STP to schedule dates, locations and determine targeted school sites for medical, vision, and dental services. • Shall provide appropriate designated spaces needed to provide services for medical, vision, dental and behavioral health services • Shall provide parking spaces for mobile vehicles and other components of medical, vision and dental services. • Shall coordinate distribution of parental consents in appropriate languages at targeted sites • Shall ensure the maximum number of students requested by STP receive the opportunity to receive services in each clinic

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, David Becerra (Name of Individual), am the Executive Director (Title) of Serve the People Community Health Center, (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:

Marilyn Chavez	Maria Garza
Dr. Lawrence Sieve	Sabrina Lopez
Dr. Mistry Prashna	Yesenia Davila
Dr. Sarah Wolff	Laura Orozco
Dr Alina Pham	Joanna Alarcon
Dr Amir Kamali	Juana Lara
Noemi Ponce	Ruben Dominguez
Miguel Zavala	Maria Garcia Lopez

Dr. Robert Amster	Faraiba Faqeerzada
Christina Reyes	Michael Moreno
Brisa Ruiz	Anthony Cuevas
Anika Reyes	Laura Castro
Edith Gonzalez	Lorena Sanchez

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 Santa Ana, California on 08/15/24.
Date

Signature

David Becerra
Typed or Printed Name

Executive Director
Title

Serve the People Community Health Center
Name of Contractor

1206 E 17th Street, Suite 101, Santa Ana, CA 92701
Address

(714) 352-2911
Telephone Number

hazel

Amendment to Master Services Agreement Between Anaheim Union High School Dist, Hazel Health Inc, and Telehealth Services USA

This amendment, made and entered into on June 20, 2024 (the " Amendment "), is to amend the Master Services Agreement (the "Agreement") between Anaheim Union High School Dist ("District"), Telehealth Services USA and Hazel Health Inc (collectively the "Company") dated December 13, 2023. The terms of the Agreement are fully incorporated herein, and shall remain in effect, except as expressly amended herein.

WITNESSETH:

WHEREAS, it has been determined that the District and the Company would like to amend the Agreement as described below.

1. The Agreement is extended from 1/1/2025 until 6/30/2025.

WHEREAS, in consideration of the Parties to amend their original obligations in the existing Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform and fulfill the terms and conditions and agreements below

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the date first above written. All other provisions remain unchanged.

Anaheim Union High Sch Dist District:	Company:
By:	By: Josh Golomb
Name: Dr. Jaron Fried	Name: Josh Golomb
Title: Assistant Superintendent, Ed. Division	Title: Chief Executive Officer

Amendment to Master Services Agreement Between Anaheim Union High Sch Dist, Hazel Health Inc, and Telehealth Services USA

This amendment, made and entered into on May 6, 2024 (the " Amendment "), is to amend the Master Services Agreement (the "Agreement") between Anaheim Union High Sch Dist ("District"), Telehealth Services USA and Hazel Health Inc (collectively the "Company") dated December 13, 2023. The terms of the Agreement are fully incorporated herein, and shall remain in effect, except as expressly amended herein.

WITNESSETH:

WHEREAS, it has been determined that the District and the Company would like to amend the Agreement as described below.

1. The Agreement shall be amended to delete sections 6.2 and 6.3 of the Agreement and replace with the following language; To the extent required under state law or third party payer rules and only for students who did not opt out to receive services, Hazel Health shall obtain a valid patient informed consent to telehealth services, and shall place the consent in the patient's health record. To the extent required under state law or third party payer rules, Hazel Health shall communicate to and inform the patient of the nature of the professional services, including that such services will be delivered via telehealth.

WHEREAS, in consideration of the Parties to amend their original obligations in the existing Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform and fulfill the terms and conditions and agreements below

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the date first above written. All other provisions remain unchanged.

Anaheim Union High Sch Dist District:	Company:
By:	By: Josh Golomb
Name: Dr. Jaron Fried	Name: Josh Golomb
Title: Assistant Superintendent, Ed. Division	Title: Chief Executive Officer

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MASTER SERVICES AGREEMENT BETWEEN ANAHEIM UNION HIGH SCHOOL DISTRICT AND HAZEL HEALTH INC. AND TELEHEALTH SERVICES USA

This Teletherapy Professional Services Agreement ("Agreement") is made and entered into as of December 13, 2023 (the "Effective Date"), by and between, Hazel Health Inc., a Delaware corporation qualified to do business in California ("Hazel") and Telehealth Services USA., doing business as Hazel Health Services, a California professional corporation ("Hazel Health Services") and the Anaheim Union High School District is a public school district existing under the state laws of California, ("District"), for the provision of telehealth-based professional health care services, therapy and counseling services. Each entity is referred to individually as a "party" and the entities collectively are referred to as the "parties."

RECITALS

A. Hazel Health Services engages various health care practitioners in the State of California who are qualified and experienced in providing telehealth based therapy and counseling services.

B. Hazel is in the business of assisting Hazel Health Services by providing non-clinical services such as telehealth technology, administrative support, training, legal and technology support services.

C. Hazel Health Services and Hazel are collectively referred herein as "Provider."

D. In accordance with the California and Youth Behavioral Health Initiative Act, codified at California Welfare and Institutions Code section 5961 *et seq.*, District desires to engage Provider to improve student access to certain behavioral health services (i.e., treatment and services provided to treat mental health and substance use conditions) through a virtual platform ("behavioral telehealth services").

E. District believes behavioral telehealth services will improve access to behavioral health for its students, as well as reduce truancy related illness, increase retention, and overall improve academic performance of its students. Behavioral telehealth services may occur at the District or outside the District to covered students as agreed upon by the parties.

F. Provider agrees to provide behavioral telehealth therapy or counseling services to District students at no cost to the District or its students. Provider may be reimbursed for services pursuant to Welfare and Institutions Code section 5961.4 to the extent applicable to Medi-Cal billing.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2024.

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2. Hazel Health Services Representations and Obligations.

2.1. Hazel Health Services shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement.

2.2. Hazel Health Services employs social workers, marriage and family therapists, licensed professional counselors and/or licensed mental health counselors who hold the appropriate licenses and certifications to provide telehealth based therapy and counseling services in the State of California ("Practitioners").

2.3. Hazel Health Services shall ensure that all Practitioners obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance hereunder. Upon request, Hazel Health Services shall deliver to the District copies of current licenses, permits, registration and certificates required by applicable law for all Practitioners providing services.

2.4. Hazel Health Services shall use their best efforts to ensure Practitioners available to the District are diverse, bilingual and experienced in foster youth, ADHD, immigration, race, LGBTQ+, body image, sexual abuse, self-harm, domestic violence, attachment disorders, military families, and other areas of expertise impacting District students.

2.5. Hazel Health Services shall ensure that upon referral of a student for behavioral telehealth services, at minimum, three appointments with a Practitioner will be made available and offered to the student within 15 days of the referral.

2.6. For the duration of this Agreement, Hazel Health Services shall maintain regular service hours, Monday through Friday, between 7:00 AM and 7:00 PM during the school year and 8:00 AM to 3 PM during the summer session.

2.7. Hazel Health Services certifies that Practitioners will follow legal requirements and District guidelines on:

2.7.1. Reporting child abuse or neglect;
2.7.2. Health and safety where a student pose a threat to self and others;
2.7.3. Child-find obligations; and,
2.7.4. Notifying and working collaboratively with the District when Practitioner serves a student who is identified as having an individualized education program (IEP) or 504 plan so that the District may ensure appropriate accommodations or modifications in their educational programs.

2.8. Neither Hazel Health Services, nor any Practitioner providing services under this Agreement: (i) is a "sanctioned person" under any federal or state program or law; (ii) has been listed in the current List of Excluded Individuals and Entities by the

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Office of Inspector General for the U.S. Department of Health and Human Services; (iii) has been listed on the General Services Administration's List of Parties Excluded from Federal Programs; (iv) has been listed on the U.S. Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; or (v) has been convicted of a criminal offense related to health care.

2.9. Hazel Health Services and its Practitioners shall use their independent medical and professional judgment when performing professional telehealth services. Neither Hazel, nor the District, shall have nor exercise any control over the professional judgment and medical decision-making of the Providers.

3. Hazel Representations and Obligations.

3.1. Hazel will furnish all technology, equipment, tools, materials and trainings used to provide the services required by this Agreement as described in Exhibit B.

3.2. In accordance with Welfare and Institutions Code section 5961.1, any virtual platform procured or utilized by Hazel to support Hazel Health Services provision of behavioral telehealth services, shall include access in all Medi-Cal threshold languages and shall be culturally appropriate to accommodate the diversity of the population and shall be accessible by telephone.

4. Provider Representations and Obligations.

4.1 All telehealth services shall follow applicable telehealth laws and regulations, including but not limited to, Business and Professions Code section 2290.5 and 16 California Code of Regulations section 1815.5.

4.2 Providers' virtual platform to provide behavioral telehealth services shall comply with the provisions of Health Insurance Portability and Accountability (HIPAA), Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act, and other federal and California laws with respect to confidential information. Provider shall enter into a business associate agreement with its platform vendor in compliance with HIPAA, where applicable.

4.3 Provider shall obtain informed written consent from the student's parent or legal guardian (collectively referred for convenience herein as "Parent") on a District approved form prior to providing to a minor any type of services under this Agreement, including without limitation diagnostic services, treatment, or counseling service(s).

4.3.1 In addition to the requirements of Business and Professions Code section 2290.5, informed written consent shall include, but not be limited to, an explanation that Medi-Cal beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person,

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face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for nonmedical transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified.

4.3.2 Provider's consent for services form must also clearly specify, near or above the signature line that consent for services also includes authorization for the disclosure of medical information as specified in Hazel Health Services School Health Center Authorization document.

4.3.3 Informed written consent may be obtained from the student (instead of Parent) if the student has reached the age of eighteen or is an emancipated minor as defined by California Family Code Section 7002; other students may also self-consent for treatment where allowed by applicable law.

4.3.4 Consent for services may be signed using an electronic signature that complies with state and federal standards, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.

4.4 Provider shall assume responsibility for obtaining and verifying with minor the age of the minor. Provider certifies that it understands those parental notification/minor consent laws that are applicable under this agreement and takes full responsibility for understanding these laws. Provider's obligation concerning indemnification of the District under Section 14, specifically includes any liability that may arise from Provider's failure to comply with parental notification/parental consent laws.

4.5 Provider shall not record calls or video conferences at any time.

Provider shall obtain student and/or Parent consent, in compliance with applicable laws to receive behavioral telehealth services. The consent shall be documented in writing in compliance with applicable regulations.

4.6 Provider shall ensure Practitioners are working in a confidential location so that their conversations with students/parents cannot be overheard.

4.7 Provider shall develop and implement protocol to verify the identity of the student receiving behavioral telehealth services. The protocol shall be in writing and subject to District approval.

4.8 Provider shall allow the District to audit and inspect the virtual platform for compliance with applicable laws and the terms of this Agreement at any time.

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4.9 Provider shall ensure assigned Practitioners perform the services described herein as in Exhibit A.

4.10 Provider will submit quarterly the following data for each District school-site to the District Representative authorized to enter into the Agreement:

4.10.1 Number of school referrals;
4.10.2 Number of Parent referrals;
4.10.3 Number of students served;
4.10.4 Type of services provided; and,
4.10.5 Percentage of referrals that had three available appoints within 15 days.

5. Fingerprinting. Provider expressly agrees that all current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Provider's current and subsequent employees shall not come in contact with students, in-person or virtually, until the California Department of Justice has ascertained that Provider's employees have not been convicted of a violent felony as defined in Penal Code section 667.5(c) or a serious felony as defined in Penal Code section 1192.7(c). Provider shall certify in writing Provider's compliance with Education Code section 45125.1 to the Governing Board of the District. Certification shall be signed, respectively, by Hazel and Hazel Health Services' under penalty of perjury under the laws of the State of California, and submitted to the District representative executing this Agreement. Hazel and Hazel Health Services shall fulfill these requirements at its own expense. At the District's sole and absolute discretion, the District may require Hazel and/or Hazel Health Services to include the District's Originating Agency Identifier (ORI) to allow the District to access criminal history information.

6. Confidentiality of Records and Data Privacy.

6.1. Provider and District recognize that records relative to students, maintained by them respectively, are confidential pursuant to provisions of applicable Federal and State law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085.

6.2. District shall require informed written consent from the student' Parent on a District form authorizing/consenting to disclose personally identifiable information (PII) to Provider prior to the disclosure of any pupil or educational records. Consent may be obtained from the student (instead of Parent) if the student has reached the age of eighteen or is an emancipated minor as defined by California Family Code Section 7002; other students may also self-consent for treatment where allowed by applicable law.

6.3. Upon receipt of a signed consent to release information to Provider, District will transfer limited data specified on the District disclosure consent form to Provider.

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Student data shall be limited to the following data set: Student's name, Date of Birth, Sex/Gender, Current School, and Parent's Name, Phone Number, and Relationship Association.

6.4. Provider warrants that electronic District data will be encrypted in transmission using secure hypertext transfer protocol (HTTPS) with transport layer security (TLS) protocol version 1.2 to enable secure communication over the internet, and encrypted at rest using no less than 128-bit AES algorithm with a truly random key no less than 128 bits in length.

6.5. In the event Provider receives any personally identifiable information from an education record that the District discloses, Provider shall:

6.5.1. Not disclose the information to any other party without the express consent of the parent or eligible student;
6.5.2. Use the data for no purpose other than the work described in this Agreement;
6.5.3. Allow the District access to any relevant records for purposes of completing authorized audits;
6.5.4. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of this Agreement. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from Provider to any other institution or entity;
6.5.5. Destroy or return all personally identifiable information obtained under this agreement upon request of the District and/or when it is no longer needed for the purpose for which it was obtained no later than 30 days after it is no longer needed. In the event Provider destroys the PII, Provider shall provide the District with certification of destruction within five (5) business days of destruction.
6.5.6. Failure to return or destroy the PII will preclude Provider from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).
6.5.7. If Provider is an operator of an Internet website, online service, online application, or mobile application, Provider shall comply with the requirements of the Student Online Personal Information Protection Act, as codified in, California Business and Professions Code § 22584 and District policy. Provider shall not (a) knowingly engage in targeted advertising on the Provider's site, service or application to District students or their parents or legal guardians; (b) use PII to amass a profile about a District student; (c) sell information, including PII; or (d) disclose PII without the District's written permission.

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6.5.8. The Provider will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Provider's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved without limiting the foregoing. Provider warrants that electronic District data will be encrypted in transmission using secure hypertext transfer protocol (HTTPS) with transport layer security (TLS) protocol version 1.2 to enable secure communication over the internet, and encrypted at rest using no less than 128-bit AES algorithm with a truly random key no less than 128 bits in length.

6.5.9. District Data shall not be stored outside the United States without prior written consent from the District.

6.5.10. In the event of an actual or potential breach of PII data, Provider shall immediately notify the District in writing within 48 hours.

7. District Representations and Obligations.

7.1. District represents as follows, and shall notify Provider immediately upon becoming aware any of the representations below is no longer correct:

7.1.1. District is a public school district accredited and in good standing under the laws of the State of California, and has the authority to enter into this Agreement;

7.1.2. District is not bound by any agreement or arrangement that would preclude it from entering into, or from fully performing its obligations under, this Agreement;

7.1.3. Neither District nor any of its employees, officers or agents: (i) are "sanctioned persons" under any federal or state program or law; (ii) have been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services; (iii) have been listed on the General Services Administration's List of Parties Excluded from Federal Programs; (iv) have been listed on the U.S. Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; or (v) have been convicted of a criminal offense related to health care;

7.2. No member or trustee of the Governing Board of the District, employee or other person designated in the District's conflict of interest code has any financial relationship, direct or indirect, with any Provider, except as expressly set forth in this Agreement.

7.3. District's obligations in the performance of this Agreement is described in Exhibit C.

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8. **HIPAA Compliance.** The health records of Hazel Health Services' patients which are prepared and maintained by Hazel Health Services in connection with providing the Services hereunder are the property of Hazel Health Services. Hazel Health Services agrees to comply with all applicable federal and State laws and regulations relating to the maintenance, uses and disclosures of protected health information (including any heightened requirements for mental health records), including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 et. seq. ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and any current and future regulations promulgated thereunder, including those published at 45 C.F.R. Parts 160, 162, and 164, all collectively referred to herein as "HIPAA Requirements." To the extent required by the HIPAA Requirements, Hazel Health Services shall obtain authorization and consent from the patients and/or patients' parents or legal guardians to use or disclose the patients' protected health information.

9. **Compliance with Governmental Requirements.** Provider and District shall comply with all codes, ordinances, rules, regulations and requirements of all municipal, State and Federal authorities now in force or which may hereinafter be in force pertaining to the provision of the Services. The parties agree that in the event new governmental requirements are imposed which affect the parties' obligations and performance under this Agreement, the parties shall negotiate mutually acceptable additional terms to conform this Agreement to such new requirements if necessary.

10. **Compensation/Billing.**

    10.1. There will be no cost to the District.

    10.2. There will be no cost to students or their Parents.

    10.3. Except to the extent consistent with federal or state law, Provider shall have the right to bill and collect for Services from third party health plans, governmental medical agencies, and other financial-responsible parties. "Other financially responsible parties" shall not include students and/or Parents.

11. **Subcontracting/Delegation and Assignment.**

    11.1. Provider shall not provide services through other vendors, agencies or entities without prior written approval of the District representative authorized to execute this agreement.

    11.2. Provider shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of the District. Any delegation or assignment made without such consent shall be null and void.

12. **Independent Contractor.** While engaged in performance of this Agreement the Provider is an independent contractor and is not an officer, agent, or employee of the District. Provider

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and its employees are not entitled to benefits of any kind to which District's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance and retirement benefits. Provider assumes full responsibility for the acts and/or omissions of Provider's employees or agents as they relate to performance of this Agreement. Provider assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to Provider and Provider's employees. Provider warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. Provider agrees to indemnify District for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by Provider's employees and agents under this Agreement.

13. Insurance. During the term of this Agreement, at Hazel Health Services' and Hazel's sole cost and expense, Hazel Health Services and Hazel agree to procure and maintain the following insurance:

13.1. Commercial General Liability ("CGL") Insurance in the minimum amount $1,000,000 per occurrence, $2,000,000 in aggregate, including coverage for property damage, bodily injury, personal & advertising injury, liability assumed under an insured contract (including tort of another assumed in a business contract), and independent contractor's liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("District Entities") shall be named as additional insureds with respect to liability arising out of the Services performed by or on behalf of the Hazel Health Services or Hazel under this Agreement. The policy shall contain a severability of interests/cross liability clause or language stating that Hazel Health Services' and Hazel'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.

13.2. Professional Liability (Errors and Omissions) Insurance appropriate to Hazel Health Services and Hazel's employees' professions, with limits not less than $1,000,000 per occurrence or claim and $3,000,000 aggregate. If the E&O policy provides claims-made coverage: 1) The Retroactive Date must be shown, and must be before the anticipated commencement of Services., 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Hazel Health Services and

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Hazel must purchase “extended reporting” coverage for a minimum of five (5) years after termination of this Agreement.

13.3. Sexual Abuse and Molestation Insurance with at least $ 1,000,000 per occurence and$2,000,000 in aggregate, covering bodily injury, emotional distress, or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse. District Entities must be named as additional insureds, to the extent the claim involves a Hazel or Hazel Health Services employee or subcontractor. The coverage must contain a severability of interests/cross liability clause or language stating that Hazel Health Services and Hazel’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.

13.4. Commercial Automobile Liability Insurance in the minimum amount of $1,000,000 per accident for bodily injury and property damage covering any auto, including all vehicles that are non-owned, hired and personal injury protection. If Hazel Health Services and Hazel have no owned autos the policy may be limited to cover hired and non-owned autos only. The policy must provide Contractual Liability coverage equivalent to that provided in the 1990 and later editions of ISO form CA 00 01.

13.5. Electronic Data Processing Liability and Cyberspace/Online Liability Insurance in an amount not less than One Million Dollars ($1,000,000) per claim covering the services provided pursuant to this Agreement.

13.6. Electronic Errors and Omissions Liability Insurance in an amount not less than One Million Dollars ($1,000,000) per claim covering the services provided pursuant to this Agreement.

13.7. Workers' Compensation Insurance: Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Hazel Health Services and Hazel must also maintain Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

13.8. Hazel Health Services and Hazel Insurance Primary: For any claims related to this Agreement, Hazel Health Services and Hazel’s insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District Entities shall be excess of Hazel Health Services and Hazel’s insurance and shall not contribute with it.

13.9. Waiver of Subrogation. Hazel Health Services and Hazel hereby grants to the District Entities, a waiver of any right to subrogation which any insurer of said Hazel Health Services and Hazel may acquire against the District, its insurers, board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Hazel Health Services and Hazel shall obtain any endorsement that may be necessary to affect this waiver of

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subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.

13.10. Acceptability of Insurers. Unless otherwise acceptable to the 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.

13.11. Verification of Coverage. Hazel Health Services and Hazel 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 Hazel Health Services and Hazel obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

13.12. Waivers, Modifications, or Changes. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of all parties.

14. Indemnity. To the fullest extent allowed by California law, Hazel Health Services and Hazel shall defend, indemnify, and hold District, its officials, trustees, officers, agents, employees, volunteers, and representatives ("Indemnitees") harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees 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 Hazel Health Services or Hazel or anyone acting behalf of Hazel Health Services or Hazel, 2) the performance the Services by Hazel Health Services or Hazel or anyone acting on behalf of Hazel Health Services or Hazel, and 3) Hazel Health Services' or Hazel's breach of this Agreement. The only limitations on this provision shall be those imposed by law, including Civil Code § 2782, if applicable. Hazel Health Services' or Hazel's defense obligations (with counsel approved by District), shall arise immediately upon tender of any Indemnitee, notwithstanding whether liability is, can be, or has yet been established.

14.1. Hazel and Hazel Health Services shall defend, indemnify and hold harmless District, its officers, directors, agents, volunteers, and employees from and against all claims, liabilities, losses, expenses, actions, or judgments (including attorneys' fees) that the Products or Work Product or that the District's use of the Products or Work Product infringe or misappropriate the intellectual property rights of any third party. This provision requires, among other things, that Hazel and Hazel Health Services defend the District in any such action. Hazel's and Hazel Health Services' Indemnification of District shall not apply to damage, injury, or death

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caused by the sole negligence or willful misconduct of District, its officers, directors, employees, volunteers, or agents.

14.2. This section shall survive the termination of this Agreement.

15. Termination. Either Provider or District may terminate this agreement for any cause or without cause upon thirty (30) days prior written notice to the other party. In the event of a breach of this Agreement by Provider, including without violations of law by Provider, District may terminate this Agreement immediately upon notice to Provider.

16. Notice. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

Hazel Health Services
Attn: Dr. Rob Darzynkiewicz, President
10775 Pioneer Trail Ste. 215
Truckee, CA 96161

Hazel Health , Inc.
Attn: Josh Golomb, CEO and President
118 2nd Street, 6th Floor
San Francisco, CA 94105

Anaheim Union High School District
Adela Cruz, Director of School Mental Health and Wellness
501 N. Crescent Way
Anaheim, CA 92801

17. Entire Agreement. This Agreement together with all attached exhibits and documents specifically referenced or incorporated by reference herein, upon execution by both parties, constitutes the full and complete expression of the rights and obligations of the parties and supersedes all other agreements, written or oral, heretofore made by the parties relative to the provision of Services.

18. Amendments. This Agreement may be modified or amended only by a written instrument executed by all of the parties hereto.

19. Compliance; No Referrals Required. Each party agrees to comply with all applicable laws and regulations in performing its obligations hereunder, including but not limited to the federal and state anti-kickback and self-referral laws and regulations, at all times during the term of this Agreement. Although Hazel Health Services is obligated to provide the Services to the District specified in this Agreement, no party is required to refer patients to, or otherwise generate business for, the other party. The parties intend this Agreement to comply

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with 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395 (the Stark Law) and any other federal or state law provision governing health care fraud and abuse. The Compensation herein has been determined through good faith and arm's length bargaining to be commercially reasonable and consistent with the fair market value of the Services. The Compensation does not include any discount, rebate, or kickback, nor is it intended to be an inducement or payment for referral of patients from one party to another. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payers. The parties acknowledge that none of the benefits hereunder are conditioned on any requirement that one party make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. The parties further acknowledge that Hazel Health Services and its Providers are not restricted and can render services for another school district of their own choosing, nor do the services under this Agreement include, directly or indirectly, marketing services by either party. There is no agreement, express or implied, between District and Hazel Health Services regarding the referral of patients or business among them.

20. Publicity. Neither party will use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of the other party or its affiliates, or any simulation, abbreviation or adaptation of the same, or the name of any employee or agent of the other party, without that party's prior, written, express consent. Notwithstanding the foregoing, Hazel Health Services may publicly identify District as a user of the Services when a District student receives actual services, and District may publicly identify Hazel Health Services as its Provider of the Services. The parties may publicly announce they have entered into this Agreement.

21. Translation/Alternative Format. All writings and/or print materials that are distributed to students, parents, and/or guardians related to Hazel and/or Hazel Health Services, including promotional materials and consent/authorization forms shall be:

21.1. Translated and provided by Hazel and Hazel Health Services to the District in English and the designated primary language(s) of the District in compliance with Education Code section 48985; and

21.2. In an alternative format upon request by a qualified person with a disability in compliance with Title II of the Americans with Disabilities Act and Government Code section 11135.

22. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement or Addendum (if any), including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

23. No Gifts or Contingent Fees. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or

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families. Hazel and Hazel Health Services warrant that they have not employed or retained any company or person, other than a bona fide Hazel or Hazel Health Services employee, respectively, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for Hazel or Hazel Health Services, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Provider further warrants that it, nor any of its directors, employees, officers or agents, nor any of their respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement and/or this Addendum. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

24. <u>Miscellaneous Provisions.</u>

24.1. **Severability**. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or unenforceability of any other term(s) or provision(s).

24.2. **Waiver**. No waiver, including any waiver of breach, shall be valid unless in writing and signed by the parties.

24.3. **Recitals/Captions**. The recitals are incorporated into this Agreement, but the captions are used solely for convenience.

24.4. **Force Majeure**. Each party shall be excused from delays in performing its obligations if resulting from causes beyond the commercially reasonable control of the party, including default of vendors, acts of God, governmental actions, fire, flood, epidemic, and embargoes.

24.5. **No Third Party Beneficiaries**. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation any patients or District, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto. Nothing herein shall be construed as consent by an agency or political subdivision of the State of California to be sued by third parties in any matter arising out of any contract.

24.6. **Counterparts**. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement. If any signature is delivered by facsimile or email or is signed in any electronic format, such signature shall create a valid and binding obligation with the same force and effect as if such signature were handwritten.

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24.7. **Attorney's Fees**. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

25. Non-Discrimination. Each party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons to the extent prohibited by law. This includes the parties' agreement to treat all patients without regard to payer source, race, color, national origin, citizenship, sex, age, sexual orientation, disability, religion, or other factors unrelated to the patient's need for health care services.

26. Governing Laws, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in Orange County.

27. Authority. Each of the undersigned parties represents and warrants that all necessary authorizations have been obtained and this Agreement and each person executing this Agreement on behalf of the undersigned parties represents and warrants that he or she has the power and authority to enter into this Agreement and to bind the parties hereto.

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSE THIS AGREEMENT TO BE DULY EXECUTED.

Hazel Health Services

DocuSigned by:
Dr. Rob Darzynkiewicz
08D8A57DC515436...

Date: 12/15/2023

Dr. Rob Darzynkiewicz
President
10775 Pioneer Trail Ste. 215
Truckee, CA 96161

Hazel Health, Inc.

DocuSigned by:
C016A31B4D2941B...

Date: 12/14/2023

Attn: Josh Golomb
CEO and President
118 2nd Street, 6th Floor
San Francisco, CA 94105

DocuSign Envelope ID: 5BB9298E-759D-4416-ACDB-1869B9D1FFEC

District Name



Date: 1/19/23

Jaron Fried, Ed.D
Assistant Superintendent, Education
501 N. Crescent Way
Anaheim, CA 92801

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EXHIBIT A
SERVICES BY HAZEL HEALTH SERVICES

1. Hazel Health Services will provide certain behavioral health services that is delivered virtually from the school or home as determined by the District. The services will be performed by Hazel Health Services employees with the following qualifications: social workers, marriage and family therapists, licensed professional counselors and/or licensed mental health counselors who hold the appropriate licenses and certifications to provide telehealth based therapy and counseling services in the State of California.The District and caregivers will submit referrals.

2. The scope of behavioral health services that may be delivered by Practitioners virtually to students include:

    a. Intake Assessment
    b. Short-term Individual Counseling
    c. Care Management Activities
    d. Crisis Consultation

3. Intake Assessments may include:

    a. Interview of student, parents and/or legal guardians
    b. Screenings and/or written questionnaires
    c. Review of prior mental health history

4. Short-Term Individual Counseling – Each student may typically expect an intake visit plus six weeks to two months of weekly sessions before being discharged from the Hazel Health Services Program.

5. Crisis Consultation for the District may include clinical support for District staff, students, and parents and/or legal guardians.

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EXHIBIT B
SERVICES BY HAZEL INC.

1. Hazel is in the business of assisting Hazel Health Services by providing non-clinical services such as telehealth technology, administrative support, training, legal and technology support services.

2. Hazel will furnish all equipment, tools, materials and trainings used to provide the services required by this Agreement.

    a. Internet/Wi-Fi Connection – During the system testing and start up period, Hazel may investigate and inspect whether selected school sites have consistent Wi-Fi access throughout the school day of 1.5 Mbps download, 500 Kbps upload.
    b. Hazel will provide, maintain and replace, as needed, all necessary equipment to implement services, such as iPads, stands, headphones, microphones, chargers, and privacy screens.
    c. Hazel will preinstall any necessary software, program, and /or application on the Apple iPads and/or devices necessary in order to access confidential behavioral telehealth services.
    d. District and Hazel shall mutually determine the safety protocol for accessing the iPad (e.g., security codes, face ID, etc.).
    e. Hazel will replace all equipment as it becomes necessary.

3. Hazel will develop a mutually agreed upon Implementation Plan and Timeline to begin providing services to the District which shall include:

    a. Pre-Kickoff Meeting
    b. District Implementation Activities
        i. District Health Protocol Meeting
        ii. District-level communication plan
        iii. Training plan approved for school site readiness
        iv. Identify staff users
    c. Hazel User Training and School Rollout Prep
        i. School equipment deliveries
        ii. Staff users complete required training
        iii. Review school wi-fi connectivity
    d. Hazel Implementation Process
    e. Monitor Program Impact and School Success
    f. Post-Launch Review

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EXHIBIT C
DISTRICT COMMITMENT

1. Private Space. District will make available at each participating school-site a private space for video sessions with a Hazel Practitioner. The private space will allow students to have confidential communications while allowing a District employee to visually monitor the student during the session.

2. Identify staff members that may be involved in referring students and/or initiating services:

    a. Referrer. District will identify key employees who may make referrals to Provider.
    b. Initiator. District will have an onsite individual available to Hazel Health Services for purposes of serving as an initiator who will assist with certain administrative and basic clinical functions. The duties of Initiators include, but are not limited to:
        i. Verifying that the student's parents/guardians have consented to the District's Authorization and Consent to Disclose and Exchange Medical and/or Educational Information.
        ii. Retrieving student from class to private space for behavioral telehealth service.
        iii. Launch application to start the visit.
        iv. Provide visual monitoring while student is in a private space that allows for confidential communication.

3. Internet/Wi-Fi Connection – Services from Provider requires consistent Wi-Fi access throughout the school day of 1.5 Mbps download, 500 Kbps upload. Should Hazel identify a school-site that does not have consistent Wi-Fi access, District will work collaboratively with Hazel to ensure that there is a requisite data feed between Hazel Health Services' Practitioners and Student.

4. Prior to referral of any student to Provider, District will obtain consent to disclose information to Provider. Upon receipt of parental consent to disclose information, District will initiate the referral and disclose only information specified in the executed consent to disclose form.

5. At all times, the District may only disclose information specified in the consent to disclose form, which is limited to the following data points: Student's name, Date of Birth, Sex/Gender, Current School, and Parent's Name, Phone Number, and Relationship Association.

Sales Contact:
285 Century Place
Louisville, CO 80027
866-240-4041
sales@makemusic.com

Quote

Ref. Code: **7CWU-N4A6**
Org. ID: 132218
Email: domingues_s@auhsd.us
Issued: May 10, 2024
Expires: September 29, 2024

Next Steps: Activate your subscription through one of the following methods:

a) Submit a purchase order. Upload a purchase order by accessing your quote status page at: https://quotes.makemusic.com/find

b) Pay with credit card. Pay with your credit card at: https://www.makemusic.com/payment

School (or District) Address:
Anaheim Union High School District
501 Crescent Way
Anaheim, CA, US 92801

Billing Address:
Anaheim Union High School District
501 Crescent Way
Anaheim, CA, US 92801

Qty	Item	Unit Price	Total
20	Teacher Subscription with Bulk Discount	$39.99	$799.80
2500	Student Subscription with Bulk Discount	$13.99	$34,975.00

* Prices listed in US Dollars ($ USD)

Subtotal:	$35,774.80
Taxes:	$0.00
Amount Due:	**$35,774.80**

T-Mobile Project 10Million Agreement (Program)

This T-Mobile Project 10Million Agreement (Program) ("**Agreement**") is effective as of the date the second Party signs this Agreement below ("**Agreement Effective Date**"), and is made by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and Anaheim Union High School District, a(n) California entity, with its principal place of business at 501 N. Crescent Way Anaheim CA 92801("**Customer**").

1. **Underlying Agreement**. Customer agrees to accept/purchase wireless mobile Services and/or Devices from T-Mobile, and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's acceptance/purchase and use of the Services will be governed by this Agreement and the NASPO ValuePoint Contract No. MA176 and applicable Participating Addendum ("**Master Agreement**").

   (a) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer-generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

2. **Term; Termination**. Unless terminated under the terms of this Section 2, the term of this Agreement will continue for as long as there is a line of Service that is active under this Agreement ("**Term**"). Subject to the termination rights below, each line of Service activated under this Agreement (regardless of rate plan selected) will have a service term of up to sixty (60) months from date of activation of such line of Service ("**Base Service Period**"). During a line's Base Service Period, such line may be migrated from its then-current rate plan listed in Section 4 below to any other rate plan listed in Section 4 below (a "**Plan Migration**"). Plan Migrations will be implemented by T-Mobile by no later than the first day of the second billing month after the billing month during which the Plan Migration was ordered by Customer.

   This Agreement and/or any active line of Service hereunder may be terminated: (i) for cause pursuant to the terms of this Agreement and/or the Master Agreement (and if this Agreement is terminated for cause by T-Mobile, then T-Mobile also may, at its option, terminate all or a portion of the then-existing lines of Service); or (ii) upon mutual written agreement by the parties (and in the event this Agreement is terminated upon mutual written agreement of the parties, T-Mobile also may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties); or (iii) by Customer for convenience upon 30 days' prior written notice to T-Mobile; or (iv) after August 31, 2025, by T-Mobile upon 30 days' prior written notice to Customer (and in the event this Agreement is terminated pursuant to this subclause, T-Mobile may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties).

   In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this Agreement, T-Mobile may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a "**New Master Agreement**"), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement. In the event that the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term, and T-Mobile does not enter into a New Master Agreement, then Customer and T-Mobile will: (i) mutually agree to amend this Agreement in order to transition it under another available master agreement to be substituted for the Master Agreement; or (ii) enter into a mutually agreeable alternative agreement to be substituted for the Master Agreement.

   Notwithstanding anything to the contrary in this Agreement, following the expiration of a line's Base Service Period, T-Mobile will continue to provide the Services to Customer for such line under the pricing, discounts and

other terms and conditions set forth in this Agreement, or, with 30 days' advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate the Service for such line.

3. Eligibility and Related Rules. The following end-user eligibility and related requirements apply with respect to the Services and Devices provided under this Agreement:

a. An eligible end-user recipient of the Devices and Services ("**Eligible Student**") must be a K-12 student: (i) enrolled in a school within Customer's school district (if Customer is a school district) or enrolled in the school (if Customer is a school); and (ii) participating in the National School Lunch Program at the time of such student's receipt of the Device and activation of Service, as evidenced by a National School Lunch Program Letter or other official authorization documentation (and T-Mobile may from time to time make commercially reasonable requests to Customer to have Customer confirm/verify to T-Mobile that each Eligible Student identified by Customer does or did in fact meet the eligibility requirements of an Eligible Student);

b. Customer may allocate a maximum of one free hotspot Device (with associated line of Service) to a maximum of one Eligible Student per household (subject to the right to provide Supplemental Devices, as noted in Section 4 below); and

c. (i) Each line of Service under this Agreement comes with a Device and can only be linked to such Device, unless otherwise requested by Customer in writing and agreed to in writing by T-Mobile in accordance with 3(c)(ii) below. Any Customer-provided devices must be compatible with T-Mobile's Service.

□ (ii) Pursuant to this Section 3 and in connection with the Line Limit in Section 5 below, Customer has specifically requested and T-Mobile approves that Customer will utilize 0 Customer-provided devices in lieu of receiving a free hotspot Device from T-Mobile. Customer certifies that such Customer-provided devices are compatible with T-Mobile's Service. T-Mobile agrees, as needed and requested, to provide up to one SIM/eSIM card for each such Customer-provided device.

4. Offer/Pricing.

Program Rate Plan	Service Commitment	Monthly Recurring Charge/Line	Features[1]	Device Cost (Hotspot)[3]	Device Cost (Tablet or other Wi-Fi enabled device)[4]
Project 10Million Core Plan	Month-to Month	$0	Up to 100GB of high- speed data per year per line	$0	[at T-Mobile Cost]
Project 10Million $12 100GB per Month Plan[2]	Month-to-Month	$12	Up to 100GB of high- speed data per month per line	$0	[at T-Mobile Cost]
Project 10Million Month-to-Month Unlimited Plan[2]	Month-to-Month	$15	Unlimited on device 4G LTE data	$0	[at T-Mobile Cost]

[1] During congestion, customers may notice speeds lower than other customers due to data prioritization. Video typically streams at DVD quality (480p). Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days. Monthly data service ends at 100GB on $12 plan. Roaming not available. **Video streams** at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best performance, leave any video streaming applications at their default automatic resolution setting. **Coverage** not

available in some areas. **Network Management:** Service may be **slowed, suspended, terminated, or restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** www.T-Mobile.com for additional information.

[2] Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.40 per data only line ($0.12 for RPF & $1.28 for TRF) apply to the $12 and $15 rate plans above. RPF and TRF subject to change upon notice.

[3] This free hotpot offer is subject in all cases to inventory availability. Specific hotspot device type(s) provided to Customer is at T-Mobile's discretion.

[4] For each free Hotspot provided in connection with Project 10Million, Customer is entitled to purchase up to a maximum of five tablets or other Wi-Fi enabled devices ("**Supplemental Devices**") at a price equal to T-Mobile's cost for the Supplemental Devices. Supplemental Devices must only be allocated to the household that was allocated the initial, free hotspot Device. This Supplemental Device offer is subject to inventory availability and specific type of Supplemental Devices offered are at T-Mobile's discretion. Please contact your Account Representative for more details.

* Prices do not include applicable taxes and surcharges, and do not include any applicable CALNET administrative fee of 1%, which will be paid by Customer (provided that prices for Project 10Million Core Plan and associated free hotspot devices do include applicable taxes and surcharges).

5. **Total Line Eligibility and Line Limits**. Customer is eligible for a combined total of 75 lines of Service using the plans in Section 4 above (with an accompanying free hotspot Device for each line of Service) pursuant to this Agreement (the "**Line Limit**"), based on a maximum of one free hotspot Device (with associated line of Service) to a maximum of one Eligible Student per household. Line Limits are based on the number of students eligible for the National School Lunch Program ("**Qualifying Headcount**"). Customer certifies and attests to T-Mobile that any information provided by Customer to T-Mobile regarding Qualifying Headcount is true and accurate. Notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right to establish Project 10Million Program participation limits at the Customer or overall Program level in its sole discretion.

6. **Device Warranties**. T-Mobile is not the manufacturer of Devices and does not provide direct product warranties. As a general matter, however, to the extent that Customer receives/purchases any Devices from T-Mobile, T-Mobile passes through any warranty provided by the Device manufacturer, which warranty is typically one (1) year from the date of receipt/purchase.

7. **Seed Stock/Replacement Devices**. In addition to the Line Limit, Customer also may request, subject to T-Mobile's approval, a limited surplus of Devices in connection with an order placed by Customer under this Agreement ("**Seed Stock**"). The Seed Stock amount, if approved, will not exceed a maximum of 1% of the total number of free hotspot Devices ordered pursuant to this Agreement. Seed Stock will be provided to Customer on an as-needed basis and is to be used solely for the replacement of any Devices that are lost, stolen, damaged, or defective.

8. **Additional Requirements.**

a. **Ordering; Activation**. All lines of Service (and accompanying free hotspot Devices) within Customer's Line Limit (i.e., the entire Line Limit) must be ordered by Customer in no event later than 30 days after the Agreement Effective Date), and in accordance with the terms of the Master Agreement. Customer's failure to order its total Line Limit within this 30-day period may, in T-Mobile's sole discretion, result in termination of the unordered portion of the Line Limit.

b. **Customer Certifications; Student ID Numbers**. Customer, and not T-Mobile, is solely responsible for identifying and verifying Eligible Students. Customer certifies and attests to T-Mobile that: (i) Customer will allocate Devices and Services only to Eligible Students that have been verified with reasonable certainty by Customer as being eligible under the Project 10Million program (i.e., each end-user recipient of a Device/Service meets the eligibility requirements in Section 3 above); and (ii) Customer has not, and will

not, allocate more than one line of Service and one associated free hotspot Device per Eligible Student household (subject to right to purchase and distribute Supplemental Devices). For each line of Service/free hotspot Device, Customer will provide T-Mobile a Student ID # ("**Student ID Number**") associated with such line of Service/Device.

c. **No Duplication of Devices/Services.** A student may not participate in Project 10Million through both the T-Mobile retail/consumer/Individual-Liable channel and pursuant to this Agreement. Customer will cooperate in a commercially reasonable manner and in good faith with T-Mobile, to help ensure that: (i) Customer will not identify or permit as an Eligible Student any student that is already participating in Project 10Million through T-Mobile's retail/consumer/Individual Liable channel; and (ii) Customer provides T-Mobile with timely Student ID Number information to assist T-Mobile in enforcing the prohibition that no Eligible Student participating in Project 10Million through this Agreement is permitted to participate in Project 10Million via T-Mobile's retail/consumer/Individual Liable channel.

d. **E-Rate and Related Compliance**. Customer, and not T-Mobile, is responsible for ensuring Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

e. **Device and Account Ownership; Customer Device Management Policy**. Customer acknowledges and agrees that Customer, and not any Eligible Student, is the sole owner of the Devices. Customer is and will remain the accountholder for any account(s) associated with the Devices. As such, Customer acknowledges and agrees that neither Eligible Students nor any other third parties are entitled to any information about the account including, but not limited to usage information. In addition, as between Customer and T-Mobile, Customer is solely responsible for maintaining and implementing its own device management policy governing use of the Services and Devices by its Eligible Students (in all cases subject to the terms and conditions of this Agreement) (a "**DMP**"). Customer's DMP may address, among other things, an Eligible Student's obligation, if any, to return a Device to Customer if certain conditions established by Customer are triggered (e.g., an Eligible Student no longer is a student in Customer's school district or school, and therefore must return his or her Device to Customer for reallocation to another Eligible Student to use for the remainder of the Base Service Period associated with the returned Device; or an Eligible Student must return his or her Device in the event Customer terminates this Agreement and the Eligible Student's line of Service also has been terminated as a result). Customer's DMP will, in any event, contain an acknowledgement and agreement from Eligible Students that (i) Eligible Students do not and will not have any contractual or account relationship with T-Mobile pursuant to this Agreement, and (ii) Eligible Students are not third-party beneficiaries of this Agreement and will not have any legal or equitable right, remedy or claim under or with respect to this Agreement.

f. **Migration to Other Rate Plans/Terms Concurrent**. In the event one or more lines of Service under this Agreement are migrated to an alternative rate plan ("**ARP**") outside of this Agreement/Project 10 Million prior to the end of such line(s)' Base Service Period ("**ARP Migrated Line(s)**"), and subsequently such ARP Migrated Lines are migrated back to a plan(s) under this Agreement, then such line(s) of Service are eligible only for the remaining 60-months left on their original Base Service Period, which shall have continued to run concurrently with the period of time spent on the ARP. For illustration purposes only, if a Project 10Million line of Service migrates to an ARP after 2-years, is on the ARP for 2-years and then migrates back to a Project 10M rate plan, then there will be a remainder of 1-year on the Base Service Period.

g. **Compliance with Applicable Law**. Customer certifies and attests to T-Mobile that Customer is and will be authorized to accept and/or purchase the Services and Devices in accordance with applicable federal, state, and local laws, rules, and regulations (including, without limitation, all applicable ethics and procurement laws, rules, and regulations).

h. **Third-Party Content**. T-Mobile is not responsible for any third-party content.

i. **Privacy**. If Customer allows end users under the age of 13 to use the Services, Customer and T-Mobile agree to the terms and representations contained in the "COPPA Notice Addendum" attached as Exhibit A to this Agreement. Customer, and not T-Mobile, will be fully responsible for any claims relating to Customer's failure to: (i) properly notify Eligible Students about any data collection and/or monitoring of use of the

Services and Devices; or (ii) collect any necessary consent relating to an Eligible Student's use of the Services and Devices.

j. **Resale**. Customer acknowledges and agrees that this is an agreement for use only by Customer and Eligible Students as set forth in this Agreement. Neither Customer nor Eligible Students may resell or lease Services and/or Devices.

k. **No Third-Party Beneficiaries**. Nothing expressed or referenced to in this Agreement will be construed to give any person or entity (including, without limitation, Eligible Students) other than Customer and T-Mobile (or their permitted successors and assigns) any legal or equitable right, remedy or claim under or with respect to this Agreement.

9. Prepayment. Customer may, at its option, prepay in whole or in part Customer's total fee commitment for Services and Devices ordered under this Agreement. With respect to any such prepayment (or any other related payment), Customer is solely responsible for ensuring Customer's compliance with all applicable Federal, State and Local funding source and procurement laws, rules and regulations (including, without limitation, laws, rules and regulations under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Customer represents and warrants compliance with the same.

10. Emergency Connectivity Fund; SPI Invoicing. If Customer is participating in the Emergency Connectivity Fund (ECF) program in connection with this Agreement, Customer is solely responsible for ensuring Customer's compliance with all applicable ECF program-related laws, rules, regulations and terms and conditions of participation. Additionally, if Customer has requested that T-Mobile invoice the federal government for reimbursement of the discountable amounts of the ECF equipment and services (i.e., the SPI invoicing method), Customer has read and agrees to the terms and conditions of the Emergency Connectivity Fund Service Provider Invoice (SPI) Affirmation attached as Exhibit B.

11. Primary Contacts: The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38th Street, Bellevue, WA 98006

Customer:

Customer Name/Contact:	Anaheim Union High School District/ Erik Greenwood/ Chief Technology Officer
Address:	501 N. Crescent Way Anaheim CA 92801
Telephone:	(714) 999-5676
Email:	greenwood@auhsd.us

This Agreement is executed by each Party's authorized representative as of the date of the Agreement Effective Date.

Customer: Anaheim Union High School District	**Contractor: T-Mobile USA, Inc.**
Signature:	Signature:
Printed Name: Dr. Jaron Fried	Printed Name:
Title: Assistant Superintendent, Ed. Division	Title:
Date: 10/18/24	Date:
	Reviewed and Approved by: _____ T-Mobile USA, Inc. CSCA Representative

EXHIBIT A

COPPA Notice Addendum

T-Mobile is providing Customer with direct notice of its data collection, use and disclosure practices set forth below that relate to the Service(s). Customer has read this notice, consents on behalf of parents and guardians of children under 13 to the collection, use and disclosure practices described below, and authorizes T-Mobile to engage in such practices.

Direct Notice of T-Mobile's Data Collection, Use, and Disclosure Practices

We need your consent to collect personal information from your child(ren) in connection with the Project 10Million service. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. This privacy notice describes the personal information we collect and how we use it. The Federal Trade Commission has stated that a district or school may consent to such data collection, use, and disclosure on behalf of the parent or guardian to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the school.

In addition to collecting student identification numbers for onboarding and verification purposes, T-Mobile intends to collect the following personal information from your child(ren):

- Data Usage: T-Mobile tracks quantity of broadband internet data usage to have that usage total counted against the 100 GB per year of free broadband internet access. As part of delivering this service, T-Mobile also receives the IP address associated with the websites visited.
- Unique identifiers: T-Mobile collects a device and network identifier to authenticate the device on our network and provide the service.
- Bandwidth data: T-Mobile may share device-level bandwidth data with the educational institution at the educational institution's specific request, to allow the educational institution to stay informed on devices that exceed applicable data usage/streaming limits.

T-Mobile uses this personal information only to provide internet connectivity and perform internal analytics. T-Mobile may disclose this personal information to its service providers for assistance in delivering the service, and they must treat this information as confidential and use it only for the purposes for which T-Mobile engaged them. T-Mobile will not disclose information that may be associated with your child to any other entities.

Please be advised that T-Mobile provides connectivity to the general internet through the Project 10Million service. That connectivity allows children to access websites that may involve data collection by third parties. T-Mobile is not responsible for the data collection activities of these third parties and you should carefully monitor your child's use of the service.

For more information, please visit our Project 10Million Privacy Notice in "Our Privacy Policies" at https://www.t-mobile.com/privacy-center/our-practices.

EXHIBIT B
Emergency Connectivity Fund
Service Provider Invoice (SPI) Affirmation

T-Mobile U.S. Inc. (NASDAQ: TMUS) America's supercharged Un-carrier, is participating in the Emergency Connectivity Fund (ECF), a $7.17 billion, federally funded, program that will help schools and libraries close the Homework Gap by providing funding for the reasonable costs of laptop and tablet computers; Wi-Fi hotspots; modems; routers; and broadband connectivity purchases for off-campus use by students, school staff, and library patrons in need during the COVID-19 pandemic.

ECF allows for participating schools and libraries to seek reimbursements for eligible service and equipment either directly from the government (BEAR invoicing method) or by requesting that the service provider invoice the government (SPI invoicing method). T-Mobile is participating in the SPI invoicing method for this program.

If requested to do so by the school or library, T-Mobile is willing to invoice the federal government rather than the school or library for payment. You must specify at the application stage which invoicing method you would like to use. If your school or library would like to use the SPI invoicing method, you must also submit evidence of T-Mobile's willingness, and may use this statement as an affirmation that T-Mobile is participating in SPI when completing your Form 471. We affirm our willingness to participate in the SPI invoicing method subject to the following:

Prior to the start of service and receipt of equipment, if any, Customers who select the SPI invoicing method will enter into and execute an applicable T-Mobile services contract for the provision of ECF broadband connectivity services. T-Mobile will file the SPI Form to request reimbursement for the discountable amounts of the ECF eligible equipment and services. Customer is responsible for all charges related to any ineligible equipment and services or services obtained but not contained in the description of the service commitment request or decision. Until the Universal Service Administrative Co. (USAC) has issued a funding commitment, Customer agrees to pay the balance in full as billed by T-Mobile. Customer must elect SPI to be billed only the non-discounted portion. Customer account credits applied may be estimates subject to true-up in a later billing period. Customer is responsible for all charges incurred until and unless ECF funding is approved and disbursed by USAC, at which time Customer will remain responsible for all ineligible services, feature charges, and any other ECF program amounts unfunded, including equipment. Also, Customers who chose the SPI invoicing method should be aware that if ECF funding ends before the term of their services contract, they will be subject to the agreed rate of service for the remainder of the contract, net of any subsidy.

For more information about ECF, please refer to the FCC ECF or USAC ECF websites.

T-Mobile SPIN #:143026181

T-Mobile FRN #: 0004121760

T-Mobile DUNS #: 06-852-8376

T-Mobile Tax ID: 91-1983600

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 17th day of October 2024, between the Anaheim Union High School District ("District") and Barnett Berry ("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 11, 2024, through May 23, 2025.

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 Twenty-five thousand Dollars ($25,000) 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: Jaron Fried
Copy: Amy Kwon
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-5608
Email: kwon_a@auhsd.us

Contractor
Attn: Barnett Berry
Barnett Berry & Associates, LLC
111 S Edisto Ave
Columbia, SC 29205
Phone 919-672-5044
Email:barnettberry@gmail.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: 10/18/24

By: _____

Print Name: Jaron Fried

Title: Asst. Superintendent

Barnett Berry

Date: **9/18/24**

By: _____

Print Name: Barnett Berry Title:

Senior Advisor

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:

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. This Consulting Agreement was previously approved under the UofSC; however, Mr. Berry is no longer employed with UofSC.

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 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. Further, Mr. Berry will be responsible for researching prospective funders that align with the District's vision and mission. Services will be provided October 11, 2024, through May 23, 2025.

Instructional Materials Submitted for Adoption
Thursday, October 17, 2024
September 13, 2024-October 17, 2024

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Ethnic Studies/Social Science	Suppl.	US History-Ethnic Studies (#SS300)	7-12	An Indigenous Peoples' History of the United States	Beacon Press
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	Scenic View Ahead: The Westways Cover Art Program, 1928-1981	The Automobile Club of Southern California
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	The Golden Twenties-Portraits & Figure Paintings by Joseph Kleitsch	Pasadena Museum of California Art

Instructional Materials Submitted for Display
Thursday, October 17, 2024
October 18, 2024 - November 14, 2024

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Ethnic Studies/Social Science	Suppl.	US History-Ethnic Studies (#SS300)	11-12	An Indigenous Peoples' History of the United States (For Young People)	Beacon Press
English Language Arts	Suppl.	English (#EN700)	7-8	Charlie and the Chocolate Factory	Penguin Books
English Language Arts	Suppl.	English (#EN700)	7-8	Hidden Figures - Young Readers' Edition	Harper Collins Publishers
English Language Arts	Suppl.	English 1 Honors (#EN101)	9-12	My Broken Language: A Memoir	William Collins

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Extended School Year 2024-2025

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2425 – 233	12/30/2005	12+	10/17/2024	Rossier Park School	$10,000

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2024-2025

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2425 – 326	01/28/2012	07	10/17/2024	Olive Crest	$70,000

SCHEDULE A

STUDENT IN NONPUBLIC AGENCY UNDER EC 56030
Regular School Year 2024-2025

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2425 – 285	8/02/2010	9	10/17/2024	PHOENIX HOUSE	$55,200
2425 – 261	4/21/2009	10	10/17/2024	PHOENIX HOUSE	$55,200
2425 – 262	2/08/2009	10	10/17/2024	PHOENIX HOUSE	$55,200
2425 – 287	2/17/2010	9	10/17/2024	PHOENIX HOUSE	$55,200

Field Trip Report

Board of Trustees October 17, 2024

1. Anaheim High School: PUENTE (39 students- 28 female, 11 male)
   Adviser/Lead Chaperone: Amie Cuellar (female)
   Chaperones: Lisa Allen (female), Amalia (Molly) Ambriz (female), Sharon King (female), Eder Palma (male), and Sam Lopez-Romero (male)

   To: UC Berkeley, Berkeley, CA
   Dates: October 23, 2024 to October 24, 2024
   Purpose: College Tour
   Expenses: ASB/Club Fundraisers- 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

2. Anaheim High School: NJROTC (19 students- 14 female, 5 male)
   Adviser/Lead Chaperone: Richard Trudy (male)
   Chaperones: Myranda Baca (female), Mary Sevilla (female), and Freddy Medina (male)

   To: Santa Ana, CA
   Dates: September 27, 2024 to September 29, 2024
   Purpose: Introducing 1st year cadets to the challenges of a modified military boot camp, espirit de corps and team work.
   Expenses: Parent/Student- registration, meals, transportation, accommodations

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

3. Cambridge Virtual Academy: Forestry Challenge (5 students- 4 female, 1 male)
   Adviser/Lead Chaperone: Ruth Park (female)
   Chaperones: Erin Doherty (female) and Robert Nguyen (male)

   To: Running Springs, CA
   Dates: November 5, 2024 to November 7, 2024
   Purpose: Compete in Forestry Challenge and learn about forestry careers
   Expenses: Outside Source - registration, meals, transportation, accommodations

   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

4. Cypress High School: FBLA (8 students- 4 female, 4 male)
   Adviser/Lead Chaperone: Don King (male)
   Chaperones: Sharon King (female)

   To: Visalia, CA
   Dates: November 15, 2024 to November 17, 2024
   Purpose: Leadership conference and participate in mock competitions
   Expenses: ASB/Club Fundraisers- registration, meals, transportation, accommodations, and substitutes

   Number of school days missed for this trip: 1
   Number of school days missed previously: 0
   Total number of days missed by this group: 1

5. Cypress High School: Forestry Challenge (8 students- 6 female, 2 male)
   Adviser/Lead Chaperone: Erin Doherty (female)
   Chaperones: Robert Nguyen (male) and Ruth Park (female)

   To: Running Springs, CA
   Dates: November 5, 2024 to November 7, 2024
   Purpose: Compete in Forestry Challenge and learn about forestry careers
   Expenses: Outside Source - Registration, meals, transportation, accommodations

   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

6. Katella High School: PUENTE (37 students- 21 female, 16 male)
   Adviser/Lead Chaperone: Karen Pena (female)
   Chaperones: Michelle Duncan (female), Janet Low (female) Brian Erickson (male), and Ignacio Gutierrez (male)

   To: Monterey Bay, CA
   Dates: November 5, 2024 to November 7, 2024
   Purpose: College tours
   Expenses: ASB - registration, meals, transportation, accommodations, and 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

7. Oxford Academy: Forestry Challenge (10 students- 5 female, 5 male)
   Adviser/Lead Chaperone: Robert Nguyen (male)
   Chaperones: Erin Doherty (female) and Ruth Park (female)

   To: Running Springs, CA
   Dates: November 13, 2024 to November 16, 2024
   Purpose: Compete in Forestry Challenge and learn about forestry careers
   Expenses: Outside Source - registration, meals, transportation, accommodations

   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

8. Oxford Academy: HOSA (32 students- 16 female, 16 male)
   Adviser/Lead Chaperone: Juan Cuenca (male)
   Chaperones: Carolann Magani (female), Shirley Tran (female) and Francisco Alonso (male)

   To: Sacramento, CA
   Dates: March 26, 2025 to March 29, 2025
   Purpose: Attend Cal-HOSA State Leadership Conference
   Expenses: Outside Source - Registration, transportation, accommodations.
   Parent/Student - Meals

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

GROUNDSWELL
We shape tomorrow.

Hope School Conflict Support Memorandum of Understanding 2024

Objective:
Thank you for your commitment to the development of educators and reaching out to Groundswell (formerly OC Human Relations) to support Hope School in navigating conflict restoratively and deepening the relationship building practices of those involved. Groundswell's core focus is on promoting understanding, respect, fostering trust and facilitating dialogue with the intention of building community. Our experience and expertise allow us to work with diverse demographics to further awareness, empathy, and education; we are grateful for the opportunity to work with AUHSD in this meaningful project.

BACKGROUND AND QUALIFICATIONS:
Groundswell, the new name of OC Human Relations Council, envisions a world where belonging is co-created and experienced by all. And we do that by bringing diverse people together to build a more equitable future. Systemic inequities lead to differences in understanding and experiences, and ultimately to conflict and hate, which further fuels systemic inequity. Therefore, we:

- Bring people together.
- Partner to prevent and respond to conflict and harm.
- Provide training, tools, and support for leaders.
- Change the narratives.

We aim for institutional change. Our work leads to changes in attitudes and behaviors, a reduction of hate activity and harmful conflict, and ultimately an increase in equitable outcome.

At Groundswell, we practice the following values that guide us in driving change:

- Everyone Can Lead - We challenge traditional views of leadership by supporting and encouraging all people, especially those at the margins, to lead positive change.
- Doing with, not doing to nor doing for - We aim to strengthen relationships, prevent harm, and promote healing through a restorative justice lens and the use of restorative practices.
- The Power of Relationships - We strive to work in partnership with others, show up authentically, and build trust in our interactions.
- Leading with Curiosity - We approach challenging issues with empathy and inquiry instead of blame or punishment, because everyone makes mistakes.
- Inherent Human Dignity - Everyone is in the circle of concern, and we are eager to engage with groups and individuals who honor human dignity.

Utilizing decades of human relations expertise, facilitation, conflict de-escalation and restorative practices, we support organizations in making meaningful change toward equity.

PURPOSE:
Groundswell recommends the following support elements to support Hope School in navigating conflict. Each phase informs planning and preparation for the next phase. Please see *Hope School Recommendations* attached.

GOALS:

- Develop a shared path forward for those directly impacted
- Groundswell Recommendations for Hope School located in *Hope School Recommendations* attached

Cost and details:

- (2) Facilitated Restorative Dialogues/Mediations
  - Facilitated by 2 Groundswell staff
  - 1-2 hours per restorative dialogue/mediation
  - Groundswell staff debrief & planning following each dialogue/mediation
- (1) Restorative Conference/Circle
  - Facilitated by 2 Groundswell staff
  - 1–2-hour session
  - Groundswell staff debrief & planning following the restorative conference/circle
- Total Cost: $6,000

******All of our services are voluntary, and outcomes are determined by those involved. All conversations and agreements are confidential unless agreed to by all participants. ******

Groundswell	**Anaheim Union High School District**
Consultant Agency Name	**Agency/Organization Name**
1801 E. Edinger Ave #115, Santa Ana, CA 92705	**501 N. Crescent Way, Anaheim, CA 92801**
Address	**Address**
April Van Ligten, Director of Youth & Education Programs	**Brad Jackson, Assistant Superintendent, Human Resources**
Contact Name & Title	**Contact Name & Number**
april@weareground swell.org **714-340-8715**	**jackson_b@auhsd.us 714-999-1512**
Contact's Email & Phone Number	**Contact's Email & Phone Number**
April Van Ligten **August 30, 2024**	
Signature & Date	**Signature & Date**

GROUNDSWELL

Hope School Recommendations

Groundswell recommends the following support elements to support Hope School. Each phase informs planning and preparation for the next phase.

Phase 1 – Intake Process & Assessment

Services:

- (7-8) individual intakes for each member directly impacted by/involved in conflict
  - Facilitated by 3 Groundswell staff
  - Each intake lasting up to 1 hour
  - Groundswell staff debrief & planning following each intake
- Assess and develop recommendations for Hope School

Cost: Delivered pro bono based on existing partnership (value $12,000)

Phase 2 – Restorative Dialogue/Mediation Support

Identified Needs:

- Develop a shared path forward for those directly impacted

Proposed Services:

- (2) Facilitated Restorative Dialogues/Mediations
  - Facilitated by 2 Groundswell staff
  - 1-2 hours per restorative dialogue/conflict mediation
  - Groundswell staff debrief & planning following each dialogue/mediation

- (1) Restorative Conference/Circle
  - Facilitated by 2 Groundswell staff
  - 1–2-hour session
  - Groundswell staff debrief & planning following the restorative conference/circle

Cost: $6, 000

******All of our services are voluntary, and outcomes are determined by those involved. All conversations and agreements are confidential unless agreed to by all participants. ******

Additional Phases: Continued Needs Exploration & Recommendations

Following Phase 2 with Hope School, Groundswell will identify additional needs and recommendations based on best practices, they can include but are not limited to:

Potential Needs:

- Reestablish trust amongst all staff and develop a shared path forward

Proposal prepared on August 19, 2024. Terms valid for 30 days.

- Set community guidelines for Hope Staff & District Partners
- Professional development for Hope Staff & District Partners around communication and conflict resolution

Potential Services:

- Processing Circles
- Respect Agreement Process
- Workshops and Trainings
    - Conflict is Not a Bad Workshop (1-3 hours) OR
    - Restorative Communication Workshop (1-3 hours) OR
    - Restorative Communication Training (6 hours)

Cost: To be determined based on scope

AZUSA PACIFIC
UNIVERSITY
School of Education

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and Anaheim Union High School District**,** hereinafter called the **DISTRICT**:

W I T N E S S E T H

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2024** and terminate on **June 30, 2029.**

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their TK-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the TK-12 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. **Insurance.**

a. The District shall maintain minimum insurance coverage for Workers' Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Workers' Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of $1,000,000 per limit and $3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of $1,000,000 per incident and $3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid TK-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid TK-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid TK-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an

unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid TK-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

District Additions:

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.

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.

Is this Contractor interacting with students? X 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.

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.

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.

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.

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:

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."

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.

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.

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.

All policies shall be written on an occurrence form.

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. 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.

6. **Confidentiality.**

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the

candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Data Sharing.** The University and the District agree to collaborate and share non-personally identifiable information related to hiring needs and recruitment efforts that contribute to an educator workforce that reflects the skills, dispositions, subject areas, grade levels, and demographics desired by the District. The University and the District agree to collaborate and share non-personally identifiable information related to the employment, retention, attitudinal, observational, and outcomes measures of recent graduates of the University employed in the District.

8. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

9. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

10. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

11. **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.

12. **Scope of Work.**

TEACHER EDUCATION FIELD EXPERIENCE

“Field Experience” as used herein refers to eight-week periods in which a Teacher Candidate, enrolled in Field Experience-embedded courses in the university teacher preparation program, observes and interacts with students individually and in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom Host Teachers.

Field Experience is to be completed under the direct supervision of a Host Teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision with a minimum of three years of content area TK-12 teaching experience.

With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to teach no fewer than one and no more than four independent lessons to individual TK-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to administer informal and formal assessments to individual TK-12 students and/or small groups of no more than 10 students during their Field Experience in an effort to fulfill course assignment purposes only. The Teacher Candidate may be required to observe in a variety of TK -12 settings to meet course expectations and will document a minimum of 15 hours of Field Experience per each Field Experience-embedded course. Field Experience is not commensurate with Student Teaching or culminating Clinical Practice.

It is the expectation that the classroom in which Teacher Candidates complete Field Experience will consist of TK-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California’s adopted content standards and frameworks. During Field Experience, the Host Teacher may be asked to review and provide feedback on course assignments (e.g., lesson plans). At the conclusion of the Field Experience, the Host Teacher(s) may be asked to complete a short disposition rating scale on the Teacher Candidate's disposition and performance during the Field Experience hours, and a form verifying the hours completed by the Teacher Candidate within the Host Teacher’s classroom.

The University will ensure that Teacher Candidates who participate in Field Experience have (a) met the California Basic Skills requirement, (b) possess a valid certificate of clearance or other valid CTC document, and (c) are currently enrolled in a Field Experience-embedded course.

The University will provide support to the Teacher Candidate through the direction and discussion provided within the Field Experience-embedded course. Assignments directly related to the Teacher Candidate’s Field Experience (e.g., lesson plans, reflections) will be required and evaluated by the University course instructor.

TEACHER EDUCATION STUDENT TEACHING

"Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of a Cooperating Teacher. A Cooperating Teacher is an employee of the District who (a) holds a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) has a minimum of three years of content area TK-12 teaching experience. The district-employed supervisor ("Cooperating Teacher") must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the district-employed supervisor not have additional district or school based assignments that may cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The University is responsible for requesting documentation of these training hours.

The District agrees to provide a supported teaching experience in District classrooms for Teacher Candidates who are assigned by the University to student teaching. Classrooms in which Teacher Candidates complete student teaching must include TK-12 students who are English Learners, on an IEP or 504 Plan, qualify for GATE, and/or students from an underserved group. The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms during the first eight weeks of the student teaching experience (i.e., Clinical Practice I) and access to Individual Education Plans (IEPs) for use in lesson planning, course assignments, and CalTPA completion. Special education classroom experience will include the full range of services provided by the District's placement school. Student teaching shall be provided in such schools and classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of a Teacher Candidate and a district-employed supervisor must be a collaborative process between the School District and the University.

The University and the District shall ensure Intern assignments take place in locations where the Intern is able successfully participate in the California Teaching Performance Assessment and the Literacy Performance Assessment. This includes ensuring candidates in Multiple Subject, Mild to Moderate Support Needs, and/or Extensive Support Needs settings are able to focus on foundational literacy skills and the additional cross cutting themes in literacy, oral and written language, are able to practice screening and diagnostic techniques that inform teaching and

assessment and early intervention techniques, and related to students with dyslexia. Additionally candidates need the ability to video capture his/her teaching with TK-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Teacher Candidates to affirm that they follow all applicable video policies of the District. The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the CalTPA and Literacy Performance Assessment, and has necessary policies and procedures in place related to access to classrooms with relevant literacy experiences and the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Coach observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Teacher Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, and (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

“Full-time student teaching” is an assignment for the regular school day (at least seven hours) for 16 weeks and includes all duties normally performed by a teacher. The 16-week period aligns with the University’s Fall and Spring semesters.

For the Multiple Subject Program, a full-time assignment is a full school day (at least seven hours) for eight weeks in a lower elementary (TK-3) classroom and eight weeks in an upper elementary (4-6) classroom. The University will pay the Cooperating Teacher a honorary stipend for all services required at a rate of one hundred dollars ($100) per eight-week term for each full-time student teacher placed within the District.

For the Single Subject Program, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for 16 weeks. The University will pay the Cooperating Teacher a honorary stipend for all services required at the rate of two hundred dollars ($200) per sixteen-week term for each full-time student teacher placed within the District.

For the Education Specialist Programs, a full-time assignment is a full school day (at least seven hours) in an appropriate Mild to Moderate Support Needs (MMSN) and Extensive Support Needs (ESN) setting for 16 weeks. The University will pay the Cooperating Teacher a honorary stipend for all services required at the rate of two hundred dollars ($200) per sixteen-week term for each full-time student teacher placed within the District.

An assignment of a Teacher Candidate to student teaching in schools or classes of the District shall be at the discretion of the University for approximately one semester with a Fall semester occurring approximately from the end of August to the middle of December and a Spring semester occurring approximately from the beginning of January to the beginning of May.

Within a reasonable time following the close of each assignment, the OfficeCooperating Teacher shall submit an invoice to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

"Intern teaching" as used herein and elsewhere in this agreement means active participation in a teacher internship program (i.e., Intern Program) pursuant to California Education Code Section 44450 whereby University Teacher Candidates may be placed as Intern Teacher Candidates (i.e., Interns) in District Schools, working under an Intern Credential. An Intern is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential provided that the Intern's services meet the instructional needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees. The District shall ensure no Intern will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern shall not be less than the minimum base salary paid to a regularly certificated teacher in similar positions.

The District will assign each Intern a mentor/support provider (i.e. district-employed supervisor) who will be responsible for overseeing and offering support to the Intern throughout the Intern teaching period. The District agrees to provide to the University the name of the district-employed supervisor for each term. The district-employed supervisor must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, and (c) have EL Authorization if he/she is providing supervision and support to an Intern who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of two hours of initial orientation to the program curriculum, and access to a minimum of eight hours of training related

to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The University is responsible for requesting documentation of these training hours.

The District must ensure sufficient resources are provided including dedicated time for district-employed mentor/support providers to work with the Interns within the school day. This dedicated time is to 1) assess necessary support for the Intern, 2) deliver appropriate support/mentoring and supervision for the Intern and 3) provide feedback to APU (e.g. Midpoint and Final Surveys).

The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms to include the full range of services provided by the District's placement school during the first eight weeks of the student teaching experience (i.e., Clinical Practice I).

The University will ensure Teacher Candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence, (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, (e) have completed the required Pre-service Training, and (f) have a negative TB test within two years of the end date of the student teaching assignment.

The University will assign a University program supervisor (i.e., University Coach) to support the Intern who will work cooperatively with the district personnel designated above. The University Coach will confer with both the site administrator and the district-employed mentor/support provider for the Intern. The University Coach will meet the following minimum qualifications of (a) current knowledge in the content area of the candidate; (b) the ability to model best professional practices in teaching learning, scholarship, and service; (c) knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern, which will include an annual evaluation. For Interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service, which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate support needs. The University will make available the description of the courses to be completed by the Intern. The Intern will be

requested to provide a copy of the Professional Development Plan to the University via the Intern Coordinator.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern each school year. Interns without an EL authorization will also be provided 45 hours of EL support in addition to the 144 hours. The District will provide approximately 2/3 of the support/mentoring and supervision to include but not limited to the following: content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the Intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision to include but not limited to the following: University Coach support, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating District will identify an individual who is immediately available to assist Interns with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This District employee must have an EL authorization.

The University and the District shall ensure Intern assignments take place in locations where the Intern is able successfully participate in the California Teaching Performance Assessment and the Literacy Performance Assessment. This includes ensuring candidates in Multiple Subject, Mild to Moderate Support Needs, and/or Extensive Support Needs settings are able to focus on foundational literacy skills and the additional cross cutting themes in literacy, oral and written language, are able to practice screening and diagnostic techniques that inform teaching and assessment and early intervention techniques, and related to students with dyslexia. Additionally candidates need the ability to video capture his/her teaching with TK-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Interns to affirm that they follow all applicable video policies of the District. Finally, the Intern must be

allowed release time to another classroom if their assigned class does not align with the needs to successfully participate in the CalTPA or Literacy Performance Assessment.

The District recognizes the importance of facilitating placements that allow Interns to complete the CalTPA and Literacy Performance Assessment, and maintains necessary policies and procedures in place related to access to classrooms with relevant literacy experiences and the appropriate use of video for instruction and assessment. The District recognizes that the Intern may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Coach observation and formative feedback process, and University instructional reflection.

The District and the University agree to share information, as needed, on the performance of the Intern in order to provide additional support or supervision.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM

"Practicum" as used herein refers to the hours that a candidate, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a Site Supervisor working in a TK-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

School counseling practicum includes a minimum of one hundred (100) clock hours in a practicum experience, including but not limited to: (a) peer counseling related to a university or college program practicum course; (b) personal and career assessments; (c) personal counseling experience in either an individual or group context; (d) school-based programs serving parents and family members; (e) community service programs serving children and families; (f) school related experience such as "shadowing" a school counselor, observing classroom instruction, attending district and school-based meetings, and mapping school-based community resources. Practica experiences must be completed prior to the field experience.

School psychology practicum includes a minimum of four hundred and fifty (450) clock hours total with a minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect student services. For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates' confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a candidate, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a University Supervisor and a Site Supervisor working in a TK-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and School Psychology in implementing the candidate's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Site Supervisors responsible for direct supervision of assigned candidates. District employees designated as Site Supervisors shall meet the CTC criteria for supervising students. School Psychology Site Supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of three years full-time experience as a school psychologist

and is accessible to the school psychology candidate at all times while the candidate is accruing fieldwork hours. School Counseling Site Supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor and is accessible to the school counseling candidate at all times while the candidate is accruing fieldwork hours.

The District Representative and Site Supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences. School Counseling Site Supervisors shall be granted with sufficient time to (1) undergo training in models of supervision, the School Counseling Performance Expectations, and APU school counseling program fieldwork requirements, (2) share responsibility in the quality of the field experience, design of the field experience, quality of clinical progress, and assessment and verification of candidate competence.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during fieldwork; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the fieldwork; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the candidate's competence at the conclusion of fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's fieldwork, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the candidates' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for

ongoing communication with the District. The University also agrees to appoint University Supervisors who will support candidates during the fieldwork experience and collaborate with the Site Supervisor. The University Supervisors for School Counseling candidates will provide one-and-one-half (1.5) hours per week of group supervision throughout the field experience.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University shall ensure candidates who participate in fieldwork have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their fieldwork assignment.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling or School Psychology Intern Credential provided that the Intern's services meet the needs of the participating district, the

Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, have proof of completion of Mandated Reporter training, have proof of negative TB testing, and are enrolled in internship courses in the University program.

The University shall provide a University Supervisor to work cooperatively with the Intern School Counselor or School Psychologist and Site Supervisor. The University Supervisors for School Counseling candidates will provide one-and-one-half (1.5) hours per week of group supervision throughout the internship.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence at the conclusion of the internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a candidate's internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate. The Site Supervisor shall be granted with sufficient time to supervise, plan, and implement the internship, including, when feasible, time to attend relevant meetings and conferences. School Counseling Site Supervisors shall be granted with sufficient time to (1) undergo training in models of supervision, the School Counseling Performance Expectations, and APU school counseling program internship requirements, (2) share responsibility in the quality of the internship, design of the internship, quality of clinical progress, and assessment and verification of candidate competence.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the internship; (d) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the internship; and (e) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

By_____
Name: __Marjorie Graham-Howard_____
Title: ___Interim Dean, School of Education___
Date:_____
Azusa Pacific University
School of Education
P.O. Box 7000

Anaheim Union High School District

Signature_____
Printed Name: Brad Jackson
Title: Assistant Superintendent, Human Resources
Date:_____
Address: 501 N. Crescent Way
Anaheim, CA 92801
Phone Number: (714) 999-1512

Orange County Department of Education
Educational Services Division

EXHIBIT SSSS

Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2024-25

District: Anaheim Union High School District

District Contact: Brad Jackson

Title: Assitant Superintendent, Human Resources

☑	Quarter #1	July 1 – September 30, 2024	**Report due by October 31, 2024**
☐	Quarter #2	October 1 – December 31, 2024	**Report due by January 31, 2025**
☐	Quarter #3	January 1 – March 31, 2025	**Report due by April 30, 2025**
☐	Quarter #4	April 1 – June 30, 2025	**Report due by July 31, 2025**

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: October 17, 2024

Please submit to:

Orange County Department of Education
P.O. Box 9050, Costa Mesa, CA 92628-9050
Attention: Alicia Gonzalez, Sr. Administrative Assistant, Redhill / R101

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us

EXHIBIT TTTT

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

STEFAN BEAN, Ed.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.

DATE: July 31, 2024

TO: Michael B. Matsuda, Superintendent, Anaheim Union High School District

FROM: Nicole Savio Newfield, Administrator, Student Achievement and Wellness

SUBJECT: Williams Settlement Legislation 4th Quarter Report

I am pleased to provide the fourth quarter Williams Settlement Legislation report for the 2023-24 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during April, May, and June 2024. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

FOURTH QUARTER REPORT

Teacher Assignment Monitoring

- Results for the 2022-23 school year from the California Commission on Teacher Credentialing California Statewide Assignment Accountability System (CalSAAS) are attached.

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to instructional materials, facility conditions, and teacher vacancies or misassignments received during the third quarter.
- No complaints were filed in your district during the period of January through March 2024.

School Site Reviews

- Planning for the 2024-25 Williams Settlement Legislation reviews has begun. OCDE has requested required documentation from districts and school sites regarding instructional materials and facilities.

Upcoming Quarter

- Instructional material reviews
- School facility reviews
- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

Thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ag

c: Stefan Bean, Ed.D., County Superintendent of Schools
Seema Sidhu, Ed.D., Director, Learning and Development

Orange County Department of Education
Educational Services Division

Williams Settlement Legislation
4th Quarter Report
Anaheim Union High School District
2023-24

TEACHER ASSIGNMENT MONITORING

Data source: California Commission on Teacher Credentialing California Statewide Assignment Accountability System (CalSAAS) Summary of Findings for the 2022-23 school year.

School	Misassigned[1]	Vacancies[2]	Total Misassignments	Misassignments Corrected
Ball Junior High	1	0	3	2
Polaris High	0	0	2	2
Savanna High	5	0	20	15

Respectfully submitted,

Nicole Savio Newfield
Administrator, Student Achievement and Wellness

7/31/24
Date

[1] "Misassignment" means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold [Education Code 35186(h)(2)].

[2] "Teacher vacancy" means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester [Education Code 35186(h)(3)].

BOT 2

Human Resources Division, Certificated Personnel

1. Resignations/Retirements, effective as noted:

Bañales, Andre	Resignation	5/24/24
Marquez, Sandra	Resignation	9/20/24

2. Leaves of Absence:

Bettendorf, Christie, Kennedy High School, to serve as Association National Community Schools Learning Lab Lead for ASTA, effective for the 2024-25 school year, with pay and with benefits. ASTA will reimburse the District for the cost of a temporary unit member replacement.

3. Employment:

A. Teacher(s)/Probationary:

		Column	Step
Buitron, Maria	9/11/24	2	3
Celic, Laura	9/5/24	4	1
Cordova, Nicholas	8/21/24	3	3
Espinodola, Louis	9/3/24	2	1
Garcia, Benjamin	9/24/24	3	1
Gonzalez, Oscar	9/19/24	3	5
Hammock, Caroleena	8/29/24	1	1
Pineda, Dennise	8/29/24	4	8
Zuniga, Lisette	10/7/24	1	1

B. Teacher(s)/Temporary:

		Column	Step
Arcos, Marco	9/4/24	1	1
Barragan, Marcel	9/20/24	2	1
Enciso, Julie	8/28/24	2	1
Gonzalez, Marco	8/29/24	1	7
Wakabayashi, Jordann	8/30/24	3	2

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

Anderson, Christopher	9/4/24
Bahner, Benjamin	9/16/24
Bak, Kyla	9/13/24
Baray, Amy	9/10/24
Briseno, Jazmin	9/24/24
Brunyer, Lorenzo	9/13/24
Carranza Cruz, Edward	9/25/24
Connelly, Kevin	9/19/24
Cruz Hernandez, Fatima	9/11/24
Dela Cruz, Anabelle	8/30/24
Espana, Sharonda	9/26/24
Frias, Daisy	9/3/24
Graves Musselmann, Christine	9/6/24
Green, Annette	9/25/24

Guerrero, Alejandro	9/17/24
Harrell, Sunbie	9/6/24
Hernandez, Genesis	9/4/24
Hickman, Andrew	8/7/24
Hua, Cecilia	9/10/24
Imreish, Fawzia	8/16/24
Kalchik, Lauren	9/6/24
Karsparians, Richard	9/17/24
Khodzhayev, Gershon	9/16/24
Lam, Andrew	9/19/24
Le, Amanda	9/3/24
Lee, Tami	10/1/24
Lena-Miller, Amber	9/24/24
Leon, Mariana	9/13/24
Lezo, Victor	9/23/24
Manning, Darlene	9/4/24
McKeague, Morgan	9/3/24
Moore, Karen	9/20/24
Mota Mireles, Jonathan	9/30/24
Muse, John	9/19/24
Nguyen, Andy	10/1/24
Nguyen, Anton	8/30/24
Ochi, Deanna	9/9/24
Palmer, Glenn	8/23/24
Pantoja-Morales, Noemi	9/23/24
Perez, Fernando	9/25/24
Prutte, Donald	9/24/24
Quinn, Ryan	9/23/24
Ramirez Jr., Israel	9/9/24
Reyes, Kevin	9/26/24
Richardson, Shaquille	9/6/24
Rodriguez, Daniel	9/25/24
Rodriguez, Tyler	9/24/24
Rollerson, Lisa	9/17/24
Ruiz, Jordan	8/26/24
Salazar, Steve	9/9/24
Saldivar, Andres	9/25/24
Samuel, Ghada	8/23/24
Sarkissian, Hratch	9/5/24
Sava, Inna	9/6/24
Solis, Erica	9/13/24
Thoelke, Olivia	9/10/24
Tran, Julius	9/25/24
Uhrhan, Carol	9/5/24
Vuong, Elaine	9/4/24
Williams-Clemmons, Nicole	9/20/24
Wilson, Kellie	8/27/24
Yoo, Tiffany	9/10/24
Zapien Avalos, Viviana	9/6/24
Zayed, Aya	9/25/24

D. Counselor(s)/Temporary:

		Column	Step
Serkez, Amber	10/7/24	3	9

E. Temporary Administrator Salary Placements, effective as noted:

		Range	Step
Arredondo, Miguel Social Worker	10/7/24	18	1
Keizer, Mckinna Social Worker	9/17/24	18	1

F. Administrator Salary Placements, effective as noted:

		Range	Step
Bautista Jr., Mario Psychologist	9/20/24	31	1

4. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2024-25, effective as noted: (General Funds)

Barten, Rene	9/13/24
Blackshear, Sherrita	8/28/24
Broad, Tera	8/5/24
Butterfield, Bryan	8/26/24
Duong, Tulinh	8/5/24
Estelles, Blanca	8/5/24
Georgalas, Charlotte	9/7/24
Glabb, Andrea	8/5/24
Gonzalez, Michele	8/5/24
Hawkins, Shelly	8/26/24
Hemingway, Rob	8/7/24
Hoggatt, Kristine	9/3/24
Hormuth, Lisa	9/3/24
Hughes, Scott	8/5/24
Humphreys, Wesley	8/5/24
Imbriano, John	8/5/24
Khadige, Rita	9/6/24
Kubiak, Wendy	8/5/24
Majewski, Matthew	8/5/24
Metcalfe, Angela	8/5/24
Montgomery, Charlene	8/5/24
Numainville, Jeff	8/5/24
Ochoa, Demmi	8/5/24
Oh, Vivian	8/5/24
Parkhill, Brian	8/5/24
Phi, Sean	8/5/24
Preciado, Bruno	8/7/24
Ramirez, William	8/5/24

Reyes, Christine	8/5/24
Soeltz, Melissa	9/4/24
Sporn, David	8/5/24
Yeaton, Judy	8/5/24
Zadeh, Alborz	9/3/24

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:

Cadenas Godinez, Nancy	8/5/24
Gonzalez, Marco	8/29/24
Katusha, James	8/5/24

C. American Speech-Language-Hearing Association (ASHA) Certificate of Competence Stipend, to be paid to the following individual(s), for an earned ASHA Certificate of Competence, effective as noted:

Lai, Coco	8/23/24
Martinez, Diana	1/6/25

D. Association of California School Administrators (ACSA) Coach Stipend, for the following individual(s) to provide coaching/mentorship to District leaders completing the administrative credential program, at the amount specified, to be paid half at the end of each semester, for the 2024-2025 school year. (LCFF/General Funds)

Bean, Amanda	$5,000
Brown, Jennifer	$2,500
Bryant, Renae	$2,500
Fried, Jaron	$2,500
Hernandez, Carlos	$2,500
Jackson, Brad	$2,500
Kovar, Jana	$2,500
Krueger, Celeste	$5,000
Lara, Jose	$2,500
Maya, Amie	$5,000
Saldivar, Roberto	$2,500
Sasai, Jennifer	$5,000

E. Doctorate Stipend, to be paid to the following individual(s) for an earned doctorate stipend, effective as noted:

Miceli, Cynthia	8/5/24

F. LEAD Co-Instructor Stipend, for the term of the LEAD Program, for the following individual(s), to be paid in an amount not to exceed $4,500, per co-instructed semester. (General Funds)

Fujimoto, Diana

G. Induction Mentor Stipend in the amount of $2,940 annually will be paid in monthly installments to the following individuals to coach candidates for the 2024-25 school year effective August 7, 2024. Stipend amount is per candidate. All mentors will coach one candidate teacher unless otherwise noted. (Title II Funds)

Adair, John
Camarena, Jenni (2)
Castro, Yamila
Cavanagh, James
Childers, Kaiti (2)
Criner, Wendy
Cruz, Alfred
Duris, Suzanne
Estanislao, Trina
Fried, Susan
Galvin, Sandra
Garcia, Breysi
Garcia, Christine
Garcia, Jordanne (2)
Goossens, Kristen
Hamilton, Valerie
Hoang, Vy
Johnson, Mandy
Kim, Jeff (2)
Lee, Andy
MacCaskey, Jessica (2)
Majewski, Matt
Ngo, Diana
Nielsen, Julie
Olson, Tracy (2)
Padilla, Janelle
Patino, Reuben (2)
Russell, Arthur
Saati, Michelle
Sherman, Tyler
Silberman, Stacey
Solorzano, Ray
Solorzano-Duenas, Raquel
Spencer, Kasey (2)
Staton, Amy
Stecher, Angela (2)
Switzer, Michael (2)
Vera, Jecenia

H. OCDE Career Technical Education (CTE) Credential Stipend, for the completion of the Orange County Department of Education CTE Credential Program, effective September 3, 2024. Total amount not to exceed $1,500 per individual: (CTE Incentive/Perkins Fund)

Monera, April
Montoy, Nicole

I. OCDE Career Technical Education (CTE) Credential Stipend, for the completion of the Orange County Department of Education CTE Credential Program, effective September 18, 2024. Total amount not to exceed $1,500 per individual: (CTE Incentive/Perkins Fund)

Rochin, Richard

J. CTC Teacher Residency Mentor Stipend, to be paid to the following individuals to serve as Mentor Teachers during the 2024-25 school year, in the total annual amount not to exceed $2,000 per student-teacher, to be paid in equal semester installments, effective August 7, 2024. All Mentor Teachers will support one student-teacher unless otherwise noted. (CTC Residency Grant Funds)

De La Torre, Ada
Esparza, Alexis (0.5)
Figueroa, Ana (0.5)
Fuentes, Jennifer
George, Eugenia
Jaime, Karina
Navarro, Julie (2)
Pak, Emily
Ponce, Gladys
Russell, Jennifer
Soukaseume, Rob
Vazquez-Bruno, Allyson

K. CTC Teacher Residency Program Support Stipend, to be paid to the following individuals to facilitate professional learning and coordinate Residency activities with UCI and CSUF for the student-teacher grant recipients during the 2024-25 school year. The total annual amount not to exceed $2,505 per individual to be paid in equal semester installments, effective August 7, 2024. (CTC Residency Grant Funds)

Fujimoto, Diana
Giakoumis, Sabina

L. CTC Teacher Residency Program Stipend, to be paid to the following individuals for student-teacher preparation costs including tuition, fees and other teacher education expenses at UCI and CSUF for the 2024-25 school year. The total annual amount not to exceed $12,000 per student-teacher to be paid in two equal installments (November 2024 and January 2025), effective August 7, 2024. (CTC Residency Grant Funds)

Chaidez, Jennifer
Erazo, Sindy
Evans, Susan
Ho, Christina
Hua, Cecilia
Kim, Abigail
Martinez, Aixa
Perez, Jenny
Rojas, Efren

Tao, Bao
Tran, Julius
Zapian, Viviana

5. Correction to Seniority date for APGA unit member(s):

NAME	ORIGINAL SENIORITY DATE	CORRECTED SENOIRITY DATE
Mata, Martha	8/3/2020	7/17/2019

6. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	From	To	Effective
Calderon, Angelica	3 2	4 2	1/6/25
Celic, Laura	4 1	4 7	9/5/24
Encise, Julie	2 1	2 2	8/28/24
Flores De Apodaca, Ricardo	3 1	3 6	8/12/24
Garcia, Benjamin	3 1	3 7	9/24/24
La, Jerry	1 1	4 7	8/26/24
Rambaud, Aimee	3 10	4 10	8/5/24

7. Correction to Seniority date for ASTA unit member(s):

NAME	ORIGINAL SENIORITY DATE	CORRECTED SENOIRITY DATE
Bolainez, Luz	11/28/2022	8/10/2022

8. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Anaheim			
Brisker, Marlon Football, Assistant	$4,162	Season	7/29/24
Cardona, Marcos Football, Assistant	$4,162	Season	7/29/24
Ceja, Jose Volleyball	$5,745	Season	7/29/24
Ceja, Oscar Volleyball, Assistant	$4,162	Season	7/29/24
Flude, Daniel Water Polo, Assistant	$4,162	Season	7/29/24
Gomez, Vincent Flag Football	$5,745	Season	7/29/24

Gonzalez, Daniel Cross Country, Assistant	$4,162	Season	7/29/24
Lopez-Romero, Samuel Tennis	$5,745	Season	7/29/24
Morales, Lorena Volleyball, Assistant	$4,162	Season	7/29/24
Osorio, Denise Water Polo	$5,745	Season	7/29/24
Reitz, Jeffrey Football, Assistant	$4,438	Season	7/29/24
Rivera, David Football, Assistant	$4,162	Season	7/29/24
Sisifo, Lenny Football, Assistant	$4,162	Season	7/29/24
Slaughter III, Craige Football, Assistant	$4,162	Season	7/29/24
Vargas III, Hugo Cross Country, Assistant	$4,162	Season	7/29/24
Zambrano, Erik Tennis, Assistant	$4,162	Season	7/29/24
<u>Ball</u> Ramirez, Andrew Flag Football	$3,089	1st Quarter	8/19/24
Reyes, Gerardo Volleyball	$3,089	1st Quarter	8/19/24
Small, Rebena Volleyball	$3,089	1st Quarter	8/19/24
Tillman, Timothy Flag Football	$3,089	1st Quarter	8/19/24
<u>Cypress</u> Ahumada-Trujillo, Maria Wrestling, Asst./Lower Level	$4,162	Season	10/28/24
Armstrong, James Water Polo, Assistant	$4,162	Season	10/28/24
Chung, Harry Wrestling, Asst./Lower Level	$1,040.50	Season	10/28/24

Davis, Elisah Football, Assistant, F/S	$4,162	Season	7/29/24
Driggers, Alex Wrestling	$5,215	Season	10/28/24
Everett, Lorenzo Band, Jazz	$953	1st Semester	8/5/24
Mauldin, Adam Wrestling, Asst./Lower Level	$4,162	Season	10/28/24
Norris, Darin Wrestling	$5,215	Season	10/28/24
Partington, Scott Wrestling, Asst./Lower Level	$1,040.50	Season	10/28/24
Quan, Nicholas Band, Jazz	$953	1st Semester	8/5/24
Thoma Lundberg, Jon Wrestling, Asst./ Lower Level	$1,040.50	Season	10/28/24
Thornburg, Lindsey Tennis, Asst./Lower Level	$4,162	Season	7/29/24
Valdez, Efrain Football, Assistant, F/S	$4,162	Season	7/29/24
<u>Dale</u> Gugert, Ted Tennis	$1,544.50	1st Quarter	8/19/24
Hormuth, Lisa Pep Club	$1,383	1st Semester	8/5/24
La, Jerry Volleyball, Assistant	$2,284	1st Quarter	8/19/24
Mehrabkhani, Fahimeh Accompanist	$777.50	1st Semester	8/5/24
Mehrabkhani, Fahimeh Vocal Music	$1,383	1st Semester	8/5/24
<u>Kennedy</u> Glitch, Sofia Cheer	$2,607.50	1st Semester	8/5/24

Hamaguchi, Derek Basketball	$4,162	Season	10/28/24
Latham, Ronald Flag Football, Assistant	$2,081	Season	7/29/24
Tomita, Tyler Basketball	$4,162	Season	10/28/24
<u>Loara</u>			
Aguirre, Lori Band, Assistant Director	$1,974.50	1st Semester	8/5/24
Melgoza, Jacob Band, Jazz	$953	1st Semester	8/5/24
<u>Magnolia</u>			
Garcia, Alan Choir	$2,308	1st Semester	8/5/24
Garcia, Keren eSports	$3,381.50	1st Semester	8/5/24
Kim, Virginia Academic Decathlon	$1,544.50	1st Semester	8/5/24
Perez, Natalie Wrestling, Asst./Lower Level	$4,162	Season	11/1/24
Thorne, Taylor Drama	$2,308	1st Semester	8/5/24
Vantich, Cuby Basketball, Asst./Lower Level	$4,162	Season	11/1/24
<u>Orangeview</u>			
Conway, Joseph Football	$3,089	1st Quarter	8/19/24
Gutierrez, Elvia Volleyball	$1,544.50	1st Quarter	8/19/24
Williams, Carey Volleyball	$1,544.50	1st Quarter	8/19/24
<u>Oxford</u>			
Arias, Elva Volleyball	$3,089	1st Quarter	8/19/24
Barnett, Xavier eSports	$3,381	1st Semester	8/5/24

Barnett, Xavier eSports, JH	$1,974.50	1st Semester	8/5/24
Christian, David Tennis, Assistant	$4,162	Season	7/29/24
Comerford, Allan Volleyball	$5,215	Season	7/29/24
Hsu, Tanu Volleyball, Assistant	$4,162	Season	7/29/24
Nguyen, Jimmy Tennis Assistant	$4,162	Season	7/29/24
Pena, Brenda Volleyball, Assistant	$4,162	Season	7/29/24
Pham, Rick Dance	$2,308	1st Semester	8/5/24
Polk, W Cross Country	$5,215	Season	7/29/24
Tran, Shirley Cross Country	$5,215	Season	7/29/24
Vosskuhler, Derek Golf	$2,215	Season	7/29/24
<u>Savanna</u> Adame, Aaron Basketball, Assistant	$2,081	Season	11/1/24
Arellano, Jonathan Wrestling	$5,215	Season	11/1/24
Fitz, Al Wrestling, Assistant	$4,162	Season	11/1/24
Fitz Perez, Sergio Wrestling	$5,215	Season	11/1/24
Flores, Ralph Basketball	$5,215	Season	11/1/24
Flores, Ralph Football, Assistant	$4,162	Season	7/29/24
Frank, Carolyn CTSO	$1,544.50	1st Semester	8/5/24

Garcia, Miguel Soccer	$5,215	Season	11/1/24
Golden, Cerea Basketball, Assistant	$4,162	Season	11/1/24
Gonzalez Jr., Jose Soccer	$5,215	Season	11/1/24
Hicks, Vanessa Tennis	$5,745	Season	7/29/24
Michail, Ramez Basketball	$5,215	Season	11/1/24
Moonswami, Bob Tennis, Assistant	$4,162	Season	7/29/24
Ramos, Jerry Wrestling, Assistant	$4,162	Season	11/1/24
Sagiao, Jason Football, Assistant	$4,162	Season	7/29/24
Saldivar, Evelyn Soccer, Assistant	$4,162	Season	10/28/24
Spence, James Basketball, Assistant	$2,081	Season	11/1/24
Worley, Kristin Softball	$5,215	Season	1/27/25
Worley, Seth Basketball, Assistant	$2,081	Season	11/1/24
<u>South</u>			
Moorcroft, Leona Volleyball	$3,089	1st Quarter	8/19/24
Williams, Matthew Football	$3,089	1st Quarter	8/19/24
<u>Sycamore</u>			
Jimmerson, Marcus Volleyball	$3,089	1st Quarter	8/19/24
Lopez, Cesar Flag Football	$2,284	1st Quarter	8/19/24

Walker			
Matthews, Vikram Flag Football	$3,089	1st Quarter	8/19/24
Noory, Mohammad Flag Football	$3,089	1st Quarter	8/19/24
Pickel, Degala Volleyball	$3,089	1st Quarter	8/19/24
Ramirez, Jose Soccer	$3,089	2nd Quarter	10/21/24
Western			
Alvarez, Noah Football, Assistant, F/S	$2,081	Season	7/29/24
Baltazar, Victor Football, Assistant, V	$4,438	Season	7/29/24
Brown, Tramaine Football, Assistant, V	$4,438	Season	7/29/24
Davidson, Jeremy Football, Assistant, V	$4,438	Season	7/29/24
Gistlinck, David Football, Assistant, F/S	$2,081	Season	7/29/24
Hench, Sandra Band, Jazz	$953	1st Semester	8/5/24
Hernandes, Richard Cross Country, Asst./Lower Level	$4,162	Season	7/29/24
Higareda, Adriana Volleyball, Asst./Lower Level	$4,162	Season	7/29/24
Jenkins, Ortege Football, F	$4,162	Season	7/29/24
Manning, Sean eSports	$1,690.75	1st Semester	8/5/24
Montanez, Marycarmen Flag Football, Asst./Lower Level	$2,081	Season	7/29/24
Moreno, Alyssa Cheer	$3,381	1st Semester	8/5/24
Parsons, Bernie Band, Assistant Director	$1,974.50	1st Semester	8/5/24

Peggins II, Kelvin Football, Assistant, F/S	$2,081	Season	7/29/24
Perez, Garrett Football, S	$2,081	Season	7/29/24
Perez Jr., Richard Football, JV	$2,081	Season	7/29/24
Rose, Daniel Football, JV	$4,162	Season	7/29/24
Ruvalcaba, Rogelio Football, S	$2,081	Season	7/29/24
Sarangay, Steven Football, Assistant F/S	$2,081	Season	7/29/24
Singh, Shamine Tennis, Asst./Lower Level	$4,162	Season	7/29/24

1. **Retirements/Resignations/Terminations, effective as noted:**

	Location:	**Effective**
Barragan, Maria Food Services Operations Supervisor	Food Services Department	09/20/2024
Covarrubias, Rene Community Schools Coordinator	Dale Jr. High School	10/08/2024
Garcia, Edgar Food Services Manager 1	Magnolia High School	10/04/2024
Grande, Jennifer Instructional Assistant – Behavioral Support	Hope School	09/16/2024
Guzman, Dayanira Instructional Assistant – Behavioral Support	Magnolia High School	09/16/2024
Hernandez Ramos, Fernando Instructional Assistant – Bilingual (Spanish)	Western High School	09/20/2024
Huerta, Gabriel Campus Safety Aide	Cypress High School	09/03/2024
King, Janelle Instructional Assistant – Specialized Academic Instruction	Anaheim High School	08/20/2024
Martin, Tanya Instructional Assistant – Behavioral Support	Magnolia High School	09/13/2024
Robles, Nancy Food Services Assistant 1	Savanna High School	09/18/2024
Sears, Angelina Instructional Assistant – Behavioral Support	Hope School	10/11/2024
Song, Adrian Instructional Assistant – Behavioral Support	Hope School	10/02/2024
Terrones, Heriberto Maintenance Floor/Plaster Worker	Maintenance Department	12/27/2024
Wood, Deanna Food Services Assistant 1	Western High School	10/04/2024

2. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
Camacho Miguel, Raul Instructional Assistant – Adult Transition	51/04	09/30/2024
Canlas Paguyo, Ethan Instructional Assistant – Behavioral Support	51/02	09/30/2024
Chavarri, Wendy Instructional Assistant – Behavioral Support	51/01	10/14/2024
Duncan, Denise Food Services Assistant 1	41/04	09/23/2024
Flores, Angelica Office Assistant	43/10	09/03/2024
Hurtado, Jason Instructional Assistant – Behavioral Support	51/01	09/19/2024
Ibarra, Roman Instructional Assistant – Adult Transition	51/01	10/07/2024
Lara, Octavio Jr. Instructional Assistant – Behavioral Support	51/01	10/07/2024
Morales, Christina Instructional Assistant – Behavioral Support	51/01	09/16/2024
Noyola, Anilu Office Assistant – Bilingual	47/01	09/09/2024
Ortiz, Julia Translator/Interpreter	53/01	09/03/2024
Serna Garcia, Catherine Instructional Assistant – Behavioral Support	51/01	10/14/2024
Williams, Russell Food Services Assistant 1	41/04	09/11/2024
Promotions:		
Anaya, Angelia Family and Community Engagement Specialist	59/08	09/30/2024
Arias, Eduardo Instructional Assistant – Behavioral Support	51/02	09/25/2024

Delgado Ortega, Edgar Athletic Facilities Worker I	49/05	09/09/2024
De Santiago, Henry Athletic Facilities Worker I	49/08	09/09/2024
Soto, Samantha Instructional Assistant – Behavioral Support	51/01	09/03/2024
Terrones, Edgar Athletic Facilities Worker II	52/07	09/09/2024
Zahoryin, Steven Instructional Assistant – Deaf/Hard of Hearing	51/05	09/03/2024

Substitute Employees:

Aboelata, Raghda Substitute Food Services Assistant 1	41/04	09/06/2024
Argueta-Roldan, Camila Substitute Arts Assistant 1	41/10	10/02/2024
Brisker, Marlon Substitute Campus Safety Aide	43/03	09/27/2024
Cervantes, Salvador Substitute Arts Assistant II	60/10	09/18/2024
Dallas, Jason Jr. Substitute Campus Safety Aide	43/03	09/11/2024
De La Luz, Jeanette Substitute Arts Assistant II	60/10	09/27/2024
Dumapias, Allan Substitute Arts Assistant II	60/10	09/23/2024
Hernandez, Natalie Substitute Instructional Assistant – Adult Transition	51/01	09/26/2024
Hernandez, Natalie Substitute Instructional Assistant – Behavioral Support	51/01	09/26/2024
Hernandez, Natalie Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/26/2024
Herrera Saldivar, Marco Substitute Custodian	48/01	09/11/2024

Hutson, Kaitlyn Substitute Instructional Assistant – Adult Transition	51/01	10/03/2024
Hutson, Kaitlyn Substitute Instructional Assistant – Behavioral Support	51/01	10/03/2024
Hutson, Kaitlyn Substitute Instructional Assistant – Specialized Academic Instruction	43/01	10/03/2024
Ibanez, Jolynn Substitute Arts Assistant I	41/10	09/09/2024
Kim, Youngjin Substitute Arts Assistant II	60/10	09/23/2024
Kwon, Aimee AVID Tutor	$16/Hr.	09/06/2024
Lomeli, Luis Substitute Custodian	48/01	09/11/2024
Lopez, Alex Substitute Arts Assistant II	60/10	09/18/2024
Ma, Michael Substitute Arts Assistant II	60/10	09/30/2024
Macedo, Luis Substitute Custodian	48/01	09/11/2024
Martinez-Solano, Sebastian Substitute Arts Assistant I	41/10	09/23/2024
Mendoza, Yamina Substitute Office Assistant	43/01	09/04/2024
Mendoza, Yamina Substitute Secretary	51/01	09/04/2024
Morales Kalaw, Breanna Substitute Instructional Assistant – Adult Transition	51/01	09/16/2024
Morales Kalaw, Breanna Substitute Instructional Assistant – Behavioral Support	51/01	09/16/2024

Morales Kalaw, Breanna Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/16/2024
Nguyen, Tai Substitute Arts Assistant II	60/10	10/02/2024
Piche, Jonathan Substitute Campus Safety Aide	43/03	09/11/2024
Potter, Margaret Substitute Arts Assistant II	60/10	09/01/2024
Prado, Maria Substitute Office Assistant	43/01	09/17/2024
Prado, Maria Substitute Office Assistant – Bilingual	47/01	09/17/2024
Prado, Maria Substitute Secretary	51/01	09/17/2024
Prado, Maria Substitute Secretary - Bilingual	53/01	09/17/2024
Reyes, Elsa Substitute Office Assistant	43/01	09/17/2024
Reyes, Elsa Substitute Office Assistant – Bilingual	47/01	09/17/2024
Reyes, Elsa Substitute Secretary	51/01	09/17/2024
Reyes, Elsa Substitute Secretary – Bilingual	53/01	09/17/2024
Reyes, Manuel Substitute Arts Assistant I	41/10	10/02/2024
Rivera-Maciel, Cynthia Substitute Instructional Assistant – Adult Transition	51/01	09/06/2024
Rivera-Maciel, Cynthia Substitute Instructional Assistant – Behavioral Support	51/01	09/06/2024
Rivera-Maciel, Cynthia Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/06/2024

Roberto, Caitlin Substitute Arts Assistant II	60/10	09/06/2024
Shanteler, Rene Substitute Arts Assistant II	60/10	09/23/2024
Sicat, Carlos Substitute Office Assistant	43/01	09/04/2024
Sicat, Carlos Substitute Secretary	51/01	09/04/2024
Sims Assoon, Jordan Substitute Arts Assistant II	60/10	09/09/2024
Small, Kendall Substitute Instructional Assistant – Adult Transition	51/01	10/03/2024
Small, Kendall Substitute Instructional Assistant – Behavioral Support	51/01	10/03/2024
Small, Kendall Substitute Instructional Assistant – Specialized Academic Instruction	43/01	10/03/2024
Sudock, Marcy Substitute Arts Assistant II	60/10	09/18/2024
Sullivan, Christopher Substitute Arts Assistant II	60/10	09/30/2024
Tiongson, Francis II Substitute Custodian	48/01	09/11/2024
Torres, David AVID Tutor	$16/Hr.	09/06/2024
Torres, Vanessa Substitute Arts Assistant II	60/10	09/09/2024
Trejo, Christopher Substitute Custodian	48/01	09/11/2024
Truong, Jimmy Substitute Arts Assistant I	41/10	09/04/2024
Ureno, Eric Substitute Custodian	48/01	09/11/2024

Ureno, Lizette Substitute Office Assistant	43/01	09/04/2024
Ureno, Lizette Substitute Secretary	51/01	09/04/2024
Villarreal, Catherine Substitute Arts Assistant II	60/10	09/06/2024
Wang, Anthony Arts Assistant II	60/10	09/06/2024
Williams, Patrick Arts Assistant II	60/10	09/18/2024
Yoguez, Daisy Substitute Instructional Assistant – Adult Transition	51/01	10/03/2024
Yoguez, Daisy Substitute Instructional Assistant – Behavioral Support	51/01	10/03/2024
Yoguez, Daisy Substitute Instructional Assistant – Specialized Academic Instruction	43/01	10/03/2024

3. **Workability, current minimum wage or stipend of $256 effective as noted:**
(Workability Grant Funds)

	Effective
Barrios, Adrian	09/23/2024
Brede, Jacob	09/16/2024
Castanon, Emily	09/03/2024
Castillo, Luke	09/06/2024
Duarte, Christian	09/03/2024
Espinoza, Jonathan	09/09/2024
Estrada Velazquez, Luisangel	09/18/2024
Garcia, Damian	09/03/2024
Getahun, Amanuel	09/16/2024
Gomez, Alejandro	09/16/2024
Hamilton, Nicasia	09/03/2024
Infante, James	09/25/024
Le, Bao	09/09/2024
Le, Tri	09/09/2024
Lopez, Jesus	09/09/2024
Martinez Sanchez, Melissa	09/03/2024
Medina Lopez, Felipe	09/03/2024
Mix, Zachariah	09/09/2024
Nguyen, Kate	09/16/2024
Ocampo, Esmeralda	09/19/2024
Ortega, Daniel	09/23/2024

Ortega Sanchez, Luis	09/03/2024
Pena, Aaron	09/01/2024
Pineda, Alex	09/03/2024
Prescott, Taylor	09/23/2024
Rodriguez Duenas, Alexis	09/16/2024
Sanchez, Cedric	09/03/2024

4. **Food Service Student Workers**

	Effective
Abdi, Yasmin	09/19/2024
Desigar, Sruthi	10/04/2024
Dominguez, Kimberly	10/04/2024
Hua, Holly	10/04/2024
Pham, Bella	09/19/2024
Ta, Ashleen	09/24/2024
Vatcharasumphun, Venice	09/24/2024
Verma, Adriti	10/04/2024
Verzosa, Mia Jade	09/19/2024

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, September 12, 2024

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:30 p.m.

Present: Annemarie Randle-Trejo, president; Katherine H. Smith, assistant clerk; Brian O'Neal and Ron Hoshi, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director, and Karl H. Widell, District counsel.

Absent: Jessica Guerrero, clerk

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 26 of the agenda, pull item 11.17
- Exhibit H, replace pages BOT-108 and BOT-109 to update amounts
- Exhibit OO, replace pages 2 and 3 to update amounts

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:31 p.m.

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

5.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 6:05 p.m.

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

Student Representative to the Board of Trustees Erin Baek led the Pledge of Allegiance to the Flag of the United States of America and Board President Randle-Trejo provided a moment of silence.

5.3 ***Closed Session Report***

Assistant Board Clerk Smith reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

5.3.2 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2024020946, resolving all issues in dispute by amending student's IEP and providing reimbursements.

5.3.3 No reportable action taken regarding anticipated litigation.

5.3.4 The Board of Trustees unanimously approved the settlement agreement in Orange County Superior Court Case No. 30-2023-01321820-CU-PO-CJC.

5.3.5 No reportable action taken regarding negotiations.

5.3.6 No reportable action taken regarding personnel.

6. RECOGNITIONS

6.1 ***Division IV CIF Girls' Swim Champions, Kennedy High School***

The Board of Trustees recognized Kennedy High School's Girls' Varsity Medley and 4 x 50 Relay Team, for their outstanding performance in becoming the Division IV CIF Swim Champions in the Medley Relay and in the 4 x 50 Relay. The team was led by head coach Eric Corona. The following individuals made up the 2024 Relay Teams:

Briel Dronkers
Keira Kabar
Aira Takeuchi
Natalie Umpornpuckdi

6.2 ***Cypress High School Boys State and Girls State Delegates***

The Board of Trustees recognized the Cypress High School Boys State and Girls State delegates. Boys State and Girls State are leadership programs of the American Legion, and the American Legion Auxiliary, designed to increase awareness and knowledge of governmental processes while learning about the duties, privileges, rights, and responsibilities of citizenship. The student nominees went through a rigorous application, as well as interview process, and delegates were selected to represent Cypress High School at Sacramento State University this past summer. The Cypress High School Girls State delegate is Sreesha Siruvuru, and the Cypress High School Boys State delegates are Nathan Chung, Jackson Houston, Ryan Hwang, and Gavin Park. Congratulations to these young leaders who will undoubtedly make an impact in their futures.

7. REPORTS

7.1 ***Student Speakers***

7.1.1 Hayley Sotelo, District student, invited all students to attend Savanna High School's Back-to-School Night on September 18, where SE Votes, a nonpartisan group dedicated to registering young voters, will host a voter registration table. Additionally, she emphasized the importance of encouraging students to engage in discussions and register to vote.

7.1.2 Anthony Galindo, District student, expressed gratitude for the Neutral Ground program, saying it helped keep him out of trouble and provided enjoyable experiences. As the year progresses, he hopes for more events and looks forward to joining their boxing club.

7.1.3 Carlos Orozco, District student, spoke of his experience as a member of Neutral Ground and how it has helped him open up about things he struggles to discuss with others.

7.1.4 Christian Anguiano, District student, said Neutral Ground helped him turn his life around. Before joining, he struggled with addiction and gang violence and lacked a father figure. In April, he connected with Neutral Ground, where he found mentors who acted as father figures and supported him in overcoming his challenges.

7.2 ***Reports of Associations***

Geoff Morganstern, ASTA president, expressed his support for the passage of the school bond in November, as well as shared his appreciation for the collaboration between the Education Division and Human Resources Division. Additionally, he gave updates on the Budget Stabilization Committee and Insurance Committee. Lastly, he reported that as a result of ASTA receiving a grant, they will be hosting over 60 union members and administrators to share best practices and strengthen the Community Schools Steering Committee.

Jennifer Sasai, ALTA president, reported on Back-to-School Nights across the District, VAPA programs, Grand Opening of the Jan and Ross Billings Innovation Center, Community Schools, as well as acknowledged Suicide Prevention Month. She also highlighted the girls' flag football teams from Anaheim and Katella high schools, who competed during halftime at an NFL preseason game.

Lacie Mounger, APGA co-president, stated counselors are focusing on College and Career Readiness in the classroom, as well as the needs assessment in order to meet individual student needs throughout the year.

7.3 ***Parent Teacher Student Association (PTSA) Report***

There was no report.

8. PRESENTATIONS

8.1 ***Introduction of the 2024-25 Student Representative to the Board of Trustees***

Background Information:
The position of student representative to the Board of Trustees was created along with the Student Ambassador Program 20 years ago. The student representative to the Board of Trustees represents the students of AUHSD and reports on student activities throughout the District at all regular Board meetings.

Current Consideration:
Responsibilities of the student representative to the Board of Trustees includes the following.

- Leading monthly leadership meetings with student ambassadors at a District site.
- Creating reports from student ambassador findings to present to District leadership and to the Board of Trustees at regular Board meetings for greater awareness of activities, student achievement, etc.

Budget Implication:
The budget will be impacted for the cost of the student uniform and name badge, for a total cost not to exceed $250. (General Fund)

Action:
The Board of Trustees welcomed and confirmed Erin Baek, Cypress High School, as the student representative to the Board of Trustees.

8.2 ***Introduction of the 2024-25 Student Ambassadors***

Background Information:
One of the unique programs that AUHSD offers to senior students is our Student Ambassador Program. It was an initiative of former AUHSD Superintendent Dr. Jan Billings and is fashioned after the Disneyland Resort's Ambassador Program. Each year, the program participants are fortunate to receive etiquette and business training. The role of the AUHSD Student Ambassador Program is to represent the District's students in the community. They are the face of the District and represent AUHSD, not only at community and District events, but also share student input on various District committees.

Current Consideration:
The purpose of the Student Ambassador Program is to provide a "student voice" from each of our nine comprehensive high schools, as well as Hope School, Gilbert High School, and Cambridge Virtual Academy, to the District Leadership Team and the Board of Trustees, which includes the following.

- Student leadership training
- Attend monthly meetings led by the student representative to the Board of Trustees
- The creation of an AUHSD Student Ambassador Handbook with a code of ethics
- Active participation on District and community committees

- The creation of student focus groups, such as Raising Student Voice and Participation (RSVP) led by the ambassador at each school site

- Community service project(s) led by the ambassadors

- Being visible and approachable to the students and staff on campus

Budget Implication:
The budget will be impacted for the cost of the student ambassador uniforms and name badges, as well as student ambassador training, for a total cost not to exceed $2,750. (General Fund)

Action:
The Board of Trustees was requested to welcome and confirm the following students to serve as AUHSD student ambassadors.

Maya Isabella Gelvezon	Anaheim High School
Eliana Garcia	Cambridge Virtual Academy
Jackson Houston	Cypress High School
Jazzlyn Carrasco	Hope School
Evelyn Aguilar Ramos	Katella High School
Joanna Kim	Kennedy High School
Jose Saldana Sanchez	Loara High School
Aileen Ramirez-Ruiz	Magnolia High School
Yarely Martinez	Oxford Academy
Calyna Pheng	Savanna High School
Mohamad Khawaldeh	Western High School

8.3 ***Neutral Ground***

Background Information:
Since 2013, Neutral Ground (NG) has centered its services on prevention, intervention, and 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 gang violence, cycle of poverty, academic failure, and more. Through its in-school programming, NG offers street mediation, juvenile and criminal justice systems support and alternatives, including legal education, as well as support for youth and families as they navigate the criminal justice system, court support, restorative justice practices, and mediations. 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, to ensure that every student served is met exactly where they are at.

Current Consideration:
The District would like to continue the partnership with Neutral Ground for the 2024-25 year. Staff from the District and Neutral Ground presented a review of the program and the impact it has had on District students, schools, and community.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board of Trustees officially received the information.

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

9.1 Vanessa Guerrero, District parent, shared she was thrilled when her son told her about the Neutral Ground program at South Junior High School, where he feels accepted and enjoys participating. She expressed her excitement and relief upon discovering the program's positive influence on him.

9.2 Mazatl Tepehyolotzin, community member, expressed gratitude to the Board and emphasized the importance of community support for youth, encouraging them not to give up. He shared his experience of painting murals in neighborhoods affected by gangs, drugs, and alcohol to help foster a sense of identity and belonging. He also mentioned his recent work teaching in Mexico and engaging with indigenous communities, advocating for collaboration with nonprofits to support local youth and honor their cultural histories, especially in preparation for Indigenous Peoples' Day.

9.3 Art Castillo, community member, reflected on his long history of advocating for youth, highlighting his experiences with local schools and community programs. Additionally, he spoke of the need for better collaboration between schools and law enforcement, particularly to address the challenges faced by students.

9.4 Germaine Neumann-Chau, community member, conveyed her disappointment that a requested presentation on financial oversight was not on the agenda and highlighted the importance of transparency and accountability given the large volume of money managed by the District.

9.5 Kostas Kalaitzidis, District parent, said he appreciates school staff's efforts, but announced he will not support the upcoming bond for school investment, as he feels certain schools are not receiving fair funding.

9.6 Andrew Campuzano, community member, spoke on the importance of dissent and community voice in a democratic school district, as well as expressed concern over classroom conditions, describing a troubling situation where classrooms are overcrowded and inadequately equipped, urging Board members to visit school sites to witness these issues firsthand.

10. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

10.1 ***School-Sponsored Student Organizations***

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

Current Consideration:
The following schools submitted school-sponsored student organization applications:

10.1.1 Book Club, Cypress High School
10.1.2 Curacub Club, Cypress High School
10.1.3 Trading Card Game (TCG), Cypress High School
10.1.4 Asian American And Pacific Islander (AAPI) Club, Lexington Junior High School
10.1.5 Lion Pride Pals, Lexington Junior High School

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

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications.

The student representative to the Board of Trustees, Erin Baek, cast her preferential vote for the school-sponsored organizations.

RESOLUTIONS

10.2 ***Resolution No. 2024/25-B-03, Adjustments to Income and Expenditures General Fund; Resolution No. 2024/25-B-04, Adjustments to Income and Expenditures Various Funds; and 2023-24 Unaudited Actual Financial Statements***

Background Information:
Each fiscal year, the District prepares the Unaudited Actual Financial report in accordance with Education Code Section 41010. In addition, as part of the year-end closing of the financial records, budget adjustments are made to income and expenditures.

Current Consideration:
The Unaudited Actual Financial report must be Board approved no later than September 15 and filed with the state, pursuant to Education Code Section 42100. In addition, current budget adjustments to income and expenditures need to be authorized per Education Code Sections 42600-42601.

Budget Implication:
There is no impact to the budget.

Action:
1. On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2024/25-B-03, Adjustments to Income and Expenditures, General Fund, as well as Resolution No. 2024/25-B-04, Adjustments to Income and Expenditures, Various Funds. The roll call vote follows.

   Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
   Absent: Trustee Guerrero

2. On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the 2023-24 Unaudited Actual Financial Statements, as amended prior to the adoption of the agenda.

10.3 ***Resolution No. 2024/25-B-05, Recalculation of the 2023-24 Appropriations Limit and Establishing the 2024-25 Estimated Appropriations Limit Calculations***

Background Information:
Proposition 4 (Gann Amendment) was approved by the voters of California in 1979, which states that all school districts must establish a Gann Limit for the preceding and current fiscal years in accordance with the provision of the Gann Amendment and applicable statutory law.

Current Consideration:
The California Department of Education requested these forms in accordance with Government Code Section 7906(f), which states: "Each school district shall report to the Superintendent of Public Instruction and to the Director of Finance, at least annually, its appropriation limit, its appropriations subject to limitation, and amount of its state aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit, at a time and in a manner prescribed by the Superintendent of Public Instruction and by the Director of Finance."

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2024/25-B-05, Recalculation of the 2023-24 Appropriations Limit and Establishing the 2024-25 Estimated Appropriations Limit Calculations. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

10.4 ***Resolution No. 2024/25-B-06, The Anaheim Union High School District in Support of Proposition 2, Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024***

Background Information:
School districts in the state of California have the opportunity to receive state funding contributions under the School Facility Program (SFP), which since its inception in 1998, has been a major funding source for school construction projects. In 2016, California voters passed Proposition 51, a statewide bond measure, which provides matching funds to districts intending to leverage their own facilities funds, by seeking eligibility for modernization and new construction funding under the SFP. Funds from Proposition 51 are fully reserved and as a result, the SFP is over subscribed.

Current Consideration:
Presently, there is a backlog of modernization and new construction project applications worth $3.5 billion dollars that have been placed on a waitlist until matching funds become available. Proposition 2 (Assembly Bill No. 247), the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024, will place on the November ballot another statewide school facility bond worth $10 billion dollars in general obligation bonds to fund projects on the waitlist and future needs.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution 2024/25-B-06, The Anaheim Union High School District in Support of Proposition 2, Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

10.5 ***Resolution No. 2024/25-F-02, State Allocation Board and School Facility Program Beyond Bond Authority Acknowledgment***

Background Information:
School districts in the state of California have the opportunity of receiving considerable funding for construction projects under the School Facility Program (SFP), which is administered by the Office of Public School Construction (OPSC) and the State Allocation Board (SAB). The District intends to file applications for eligibility determination and funding for projects that are in progress, or have received Division of the State Architect approval.

Current Consideration:
In 2016, California voters passed Proposition 51, a statewide bond measure, which provides matching funds to districts intending to leverage their own facilities funds, by seeking eligibility for modernization and new construction funding under the SFP. Funds from Proposition 51 are fully reserved and as a result, the SFP is oversubscribed; however, OPSC and the SAB cautiously continue to accept applications for state funding. Applications approved by the SAB are placed in the "Applications Received Beyond Bond Authority List".

Pursuant to Title 2, Code of California Regulations, Section 1859.95.1, OPSC and the SAB require that the governing board of a school district adopt the resolution as part of a project's application submittal. The resolution applies to the following projects.

- Anaheim High School-Theatrical Rigging
- Anaheim High School-Hydronic Piping
- Brookhurst Junior High School-Fire Alarm Replacement
- Loara High School-HVAC Replacement
- Magnolia High School-HVAC Replacement
- South Junior High School-HVAC Replacement
- Western High School-HVAC Replacement

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2024/25-F-02, State Allocation Board and School Facility Program Beyond Bond Authority Acknowledgment. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

10.6 ***Public Hearing, Sufficiency of Textbooks and Instructional Materials***

Background Information:
In response to the Williams Settlement Legislation, each year the Board of Trustees is requested to hold a public hearing to determine that each pupil in the District has sufficient textbooks and instructional materials. Notice of the public hearing is posted in three public places in the District, ten days prior to the public hearing, in an effort to encourage community participation.

Current Consideration:
Notice of the public hearing was posted in three public places in the school District, ten days prior to the public hearing, to determine that each pupil in the District has sufficient textbooks and instructional materials for the 2024-25 year.

Budget Implication:
Textbooks and instructional materials are purchased as necessary to achieve compliance. (Lottery Funds)

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public with an opportunity to speak on the sufficiency of textbooks and instructional materials.

President Randle-Trejo opened the public hearing at 7:41 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 7:41 p.m.

10.7 ***Resolution No. 2024/25-E-03, Textbooks and Instructional Materials Compliance for 2024-25***

Background Information:
Per Education Code Section 60229 and as required in the Williams Settlement Legislation, the Board holds an annual public hearing to determine if each pupil in the District has sufficient textbooks and instructional materials. Textbooks and instructional materials are aligned to the content and performance standards adopted by the State Board of Education.

Current Consideration:
The Board of Trustees held its annual public hearing to determine if each pupil in the District has sufficient textbooks or instructional materials, in history-social science, mathematics, reading, English language arts, science, health, world languages, and visual and performing arts. The Orange County Department of Education has verified that the District has met the Williams Settlement Legislation textbook and instructional materials requirements.

Budget Implication:
Textbooks and instructional materials were purchased as necessary to achieve compliance. (Lottery Funds)

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2024/25-E-03. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

10.8 ***Resolution No. 2024/25-E-04, National Hispanic Heritage Month***

Background Information:
National Hispanic Heritage Month celebrates the contributions of Hispanics to the United States and celebrates the group's heritage and culture.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2024/25-E-04 for National Hispanic Heritage Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements, as well as contributions made by Hispanics to our economic, cultural, spiritual, and political development.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2024/25-E-04 for National Hispanic Heritage Month. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

10.9 ***Resolution No. 2024/25-E-05, Attendance Awareness Month***

Background Information:
Attendance Awareness Month acknowledges that good attendance matters, and is essential for student achievement and graduation. Attendance Awareness Month raises public responsiveness to the detrimental effects of chronic absenteeism, defined as missing 10 percent or more of school for any reason, including excused and unexcused absences, or just two or three days a month. Chronic absenteeism is significantly reduced, when schools, parents, and communities work together to monitor and promote good attendance, as well as address hurdles that keep children from getting to school.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2024/25-E-05, Attendance Awareness Month, for the month of September. This will provide an opportunity to inform parents, guardians, and the community of the efforts that the District is making to reduce chronic absenteeism, and give all students an equitable opportunity to thrive academically, emotional, socially, as well as be college and career ready.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2024/25-E-05, Attendance Awareness Month. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

10.10 ***Resolution No. 2024/25-E-06, Red Ribbon Week***

Background Information:
Red Ribbon Week is a national week of activism that empowers youth and any concerned group to stand out, speak up, and seize control against drugs. It is imperative that a united effort of community members launch visible substance abuse prevention efforts to reduce the demand for illegal drugs, alcohol, and tobacco.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2024/25-E-06 for Red Ribbon Week 2024. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts the District is making to win the war against drugs.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2024/25-E-06 for Red Ribbon Week. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

10.11 ***Resolution No. 2024/25-E-07, International Translation Day***

Background Information:
International Translation Day is an international day celebrated every year on September 30. This is an opportunity to display pride in a profession that is becoming increasingly essential in the era of globalization and an act to recognize the role of professional translation in connecting our District with our families and communities. Translators and interpreters are to be commended for their dedication, patience, and kindness shown to our students, parents, community, as well as District staff, and for their efforts in interpreting and translating every day.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2024/25-E-07 for International Translation Day. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the contributions interpreters and translators make every day to be sure our families understand District, site, department, and teacher communications in their own language.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2024/25-E-07 for International Translation Day. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

10.12 ***Resolution No. 2024/25-E-08, Request for Proposals for E-Rate Year 28, Data Communications Equipment, Cybersecurity, Software, and Other Related Electronic Equipment, Apparatus, and Services***

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

Action:
On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2024/25-E-08 for Request for Proposal for E-Rate Year 28. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

10.13 ***Resolution No. 2024/25-HR-01, Week of the School Administrator***

Background Information:
Per Education Code Section 44015.1, the state of California observes the importance of educational leadership at the school, district, and county levels. The second full week in the month of October of each year is designated as Week of the School Administrator.

Current Consideration:
The resolution, as prepared and presented, declares the week of October 13, 2024, through October 19, 2024, as Week of the School Administrator throughout the Anaheim Union High School District. Schools, districts, and county superintendents of schools are encouraged to

observe the week with public recognition of the contribution that school administrators make to successful pupil achievement.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2024/25-HR-01, Week of the School Administrator. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

BUSINESS SERVICES

10.14 ***Reserve Transparency/Statement of Reasons***

Background Information:
Education Code Section 42127(a)(2)(B) requires a statement of reasons that justifies the need for assigned and unassigned ending fund balances that exceed the minimum recommended reserve for economic uncertainties for each fiscal year. This statement is part of the budget procedure and must be reviewed publicly.

Current Consideration:
The District is required to provide a Statement of Reasons for Assigned and Unassigned Ending Fund Balances Above the State Recommended Minimum Level. The 2024-25 budget was adopted by the Board of Trustees with a positive certification at the June 13, 2024, Board meeting.

Budget Implication:
There is no implication to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board of Trustees accepted the Reserve Transparency/Statement of Reasons.

10.15 ***Ratification, Lease-Leaseback Agreement, AP Construction Group, Inc. dba Air Plus Districtwide Ansul Systems, RFP #2023-08***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Districtwide Ansul Systems. Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to the school district for the purpose of constructing buildings and improvements thereon, for District use during the term of the lease, and requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:
The District issued RFP #2023-08 inviting contractors to submit qualifications and proposals to perform the work associated with the subject project, and for preconstruction services. After a review of the submitted qualifications and proposals, as well as interviews of

shortlisted firms, staff recommended to the Board of Trustees (Board) the selection of AP Construction Group, Inc. dba Air Plus as one of the LLB contractors for this project.

AP Construction Group, Inc. competitively bid the subcontractor packages to various companies, and has identified the subcontractors they plan to use on the project. Staff has negotiated the LLB agreement, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board. The assistant superintendent, Business, under the Board approved delegation of authority, has entered into the LLB agreement with AP Construction Group, Inc. The agreement is subject to ratification by the Board.

Budget Implication:
The final LLB agreement, which includes the GMP and associated contingencies will not exceed $285,807. The total project cost including District contingencies and allowances will not exceed $294,381. (Food Service Funds, KIT Funds, and/or other funds as appropriate)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the LLB agreement with AP Construction Group, Inc. for the subject project.

EDUCATIONAL SERVICES

10.16 ***Revised Board Policy 7807 (6158), Independent Study, Second Reading***

Background Information:
Board Policy 7807 (6158), Independent Study, establishes independent study as an optional alternative instructional strategy by which District students may reach curricular objectives and fulfill graduation requirements. The primary purpose of independent study is to offer a means of individualizing the educational plans for students whose needs may be met through study outside the regular classroom setting and who are motivated to achieve educationally, as well as or better through this strategy than they would in the regular classroom. The policy was last revised in 2023.

Current Consideration:
The District endeavors to keep its policies manual current. The education trailer bill for the 2024-25 state budget (SB 153) made changes to the independent study statutes effective immediately. The proposed revisions to Board Policy 7807 incorporate relevant changes including:

- Eliminates the requirement for students to participate for a minimum of three consecutive school days before earning average daily attendance (ADA) in independent study

- For traditional and course-based independent study programs, increases the duration a student can participate in short-term independent study to 15 days or fewer and the duration of long-term independent study to 16 days or more, cumulatively

- Expands pupil work product, for purposes of general ADA, to include the daily time value spent by a pupil engaged in asynchronous instruction, regardless of whether work product is produced, if the computer program documents student participation, and requires LEAs to maintain documentation of each hour or fraction thereof of work product and the time the pupil was engaged in asynchronous instruction

Section 11701 of Title 5 of the California Code of Regulations provides: "In setting [independent study] policy ..., the local governing board shall consider, in a public hearing, the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of pupils or adult education students. Adopted policies shall reflect an awareness that excessive leniency in their terms can result in pupils falling so far behind their age peers as to increase, rather than decrease, the risk of their dropping out of school."

Budget Implication:
Eliminating the requirement for students to participate for a minimum of three consecutive school days in independent study will allow the District to collect additional ADA funding.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved revised Board Policy 7807 (6158), Independent Study.

10.17 ***Piggyback Bid, Google Workspace for Education***

Background Information:
The District has used Google Workspace for Education since the 2014-15 year for student, teacher, and staff business productivity applications.

Through the request for proposal process, California IT in Education (CITE) partnered with the Fairfield-Suisun Unified School District (Fairfield-Suisun) to award a bid to CDW, LLC as a reseller to procure Google Workspace for Education related products and services.

Current Consideration:
The District needed to renew its Google Workspace for Education agreement for all Google related products and services. The reseller agreement between Fairfield-Suisun and CDW, LLC includes a piggyback provision; and as such, pursuant to Public Contract Code Section 20118, the District has chosen to piggyback on Fairfield-Suisun's proposal project number 2207-24, enabling the District to take advantage of the latest versions of Google Workspace for Education products and services. The agreement is a cost-effective way to maintain Google's enterprise systems Districtwide. The term of the agreement will be for three years. The District's last Google order was at $111,077 and the proposed contract is at $93,626. This reflects a $17,451 annual reduction, which is about a 15.7 percent reduction overall. The contract is effective July 23, 2024, through July 22, 2027.

Budget Implication:
The cost is not to exceed $93,626 annually, or $280,878 for the three-year period, July 23, 2024, through July 22, 2027. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the use of a piggyback contract under Fairfield-Suisun Unified School District's proposal project number 2207-24, for the purchase of Google Workspace for Education products and services with CDW, LLC, for up to the terms of Fairfield-Suisun's reseller agreement.

10.18 ***Agreement, Mr. Kevin Mayse***

Background Information:
The District's Honor Band program was initiated in 2000, and has given the District's most advanced instrumental music students an opportunity to rehearse and perform as a District-level ensemble, led by renowned conductors/educators from across the country. The High School Honor Band serves approximately 80 students. The District's band directors prepare students for the audition process, and then guest conductors rehearse and conduct students who are selected to be part of the Honor Band program. The Honor Band concert is scheduled for January 30, 2025.

Kevin Mayse is the Chair of the Department of Music at Riverside City College, where he directs the Wind Ensemble and Symphony Orchestra, co-directs the Evening Jazz Ensemble, teaches applied trumpet, and leads his own professional big band. He has performed extensively, touring the U.S. and Japan with the New Sousa Band and the New Columbia Brass Band. Locally, he has played with various orchestras, the Nelson Riddle Orchestra, and Disneyland groups. Mr. Mayse has conducted several ensembles, including the California Pops Band and the Inland Empire Wind Symphony, and is active as a clinician for Wind and Jazz Ensembles.

Current Consideration:
The District would like to enter into an agreement with Kevin Mayse to serve as the guest conductor for the 2025 District High School Honor Band. Services will be provided January 21, 2025, through January 30, 2025.

Budget Implication:
The total cost is not to exceed $1,250. (LCFF Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

10.19 ***Agreement, University of California, Irvine (UCI), Paul Merage School of Business, Future Leaders Initiative***

Background Information:
The UCI Paul Merage School of Business Future Leaders Initiative (FLI) guides, inspires, and empowers high school and community college students from Southern California to create new opportunities for the future. The FLI consists of six, in-person sessions delivered at the UCI Paul Merage School of Business focused on providing access to leadership, technology, and innovation sessions, with the goal of encouraging university enrollment, increasing college readiness, as well as preparing students for careers at the intersection of business, technology, and entrepreneurship. The FLI leverages UCI's state-of-the-art educational resources, the expertise of globally renowned faculty and leading-edge curricula to offer hands-on mentorship and professional training in these crucial academic areas.

Current Consideration:
The District would like to enter into an agreement with the Regents of the University of California, Irvine, to provide the FLI program to District students. Although UCI charged the District for 35 District students, they allowed 60 students to participate in the program during the summer of 2024. Services are being provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total costs for these services is not to exceed $59,500. (AIME Grant Funds)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

10.20 ***Agreement, Helping the Behaviorally Challenged Child (HBCC)***

Background Information:
Helping the Behaviorally Challenging Child (HBCC) is a California nonprofit public benefit corporation dedicated to transforming the lives of children, teens, and young adults with difficult-to-manage behaviors. HBCC offers a system of care that addresses the challenges these individuals face in meeting the demands of home, school, and work environments. Since 2007, HBCC has been a leader in implementing this evidence-based model, which has proven effective in improving treatment outcomes and strengthening relationships between children, their parents, teachers, and caregivers. By promoting connectedness, collaboration, and inclusion, HBCC empowers individuals to lead more productive and fulfilling lives, ultimately fostering healthier communities.

Current Consideration:
Helping the Behaviorally Challenging Child (HBCC) seeks to partner with the District to provide educational courses on Collaborative Problem Solving® (CPS), an evidence-based, trauma-informed approach to parenting. These classes are designed for any parent or caregiver, with a particular focus on those raising children with challenging or concerning behaviors that impact child and family well-being. Courses will be available in both English and Spanish, with instruction occurring once a week for two hours over five consecutive weeks. The CPS approach emphasizes collaboration over traditional disciplinary methods, fostering stronger adult-child relationships, and promoting essential skill-building.

In addition to the initial CPS courses, HBCC will offer ongoing support for parents who have completed the program. This support will be provided through weekly support groups, one in English and one in Spanish, over three weeks. These groups aim to expand social support networks, build community, as well as provide a platform for parents to discuss their experiences and challenges using CPS. All services will be delivered in person in the District Office by certified instructors with lived experience, and each class will be limited to 20 participants per language group. Services are being provided August 13, 2024, through June 30, 2025.

Budget Implication:
The costs for these services are not to exceed $9,100. (Community Engagement Initiative Funds)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

10.21 ***Memorandum of Understanding (MOU), The Regents of the University of California on Behalf of its UC Cooperative Extension (UCCE) Orange County Expanded Food and Nutrition Education Program (EFNEP)***

Background Information:
The Regents of the University of California, through UC Cooperative Extension (UCCE) Orange County, deliver the Expanded Food and Nutrition Education Program (EFNEP), a key statewide initiative focused on improving community health. EFNEP offers education to income-eligible youth and adults, promoting better nutrition, increased physical activity, safe food-handling, and effective food resource management to prevent chronic diseases. By empowering families to make healthy lifestyle changes and partnering with community stakeholders to implement policy, system, and environmental changes, EFNEP drives long-term positive impacts on community well-being.

Current Consideration:
The Regents of the University of California, through UCCE Orange County, propose partnering with the District to deliver the EFNEP to income-eligible youth and adults within the District. UCCE/EFNEP will provide research-based curriculum through both in-person and virtual delivery methods, offering an eight-lesson parent nutrition education series in-person and a six-lesson series virtually. Participants will receive educational materials, including worksheets, handouts, and enhancements such as measuring cups, as well as recipe books. The program will feature food demonstrations with supplies provided by EFNEP, integrated physical activities, and comprehensive program outcome data available upon request. Additionally, EFNEP will support school and Districtwide events with informational tables and educational materials, and will provide certificates of completion to participants who attend at least six classes. Evaluation and survey tools will be utilized to assess the effectiveness of the program throughout its delivery. Services will be provided September 13, 2024, through September 14, 2025.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

10.22 ***Community Service Agreement, Food Finders, Inc.***

Background Information:
Food Finders is a food rescue nonprofit organization focused on reducing hunger and minimizing food waste across Southern California. The organization coordinates the daily collection of excess food donated by grocers, restaurants, hospitals, schools, manufacturers, and other sources. This food is then swiftly distributed to nonprofit organizations, including pantries, shelters, youth programs, and senior centers, where it is used to prepare hot meals or provide grocery distributions to individuals and families facing food insecurity. Operating from its headquarters in Orange County, California, Food Finders serves multiple counties, rescuing enough food for 30,000 meals per day with the support of a vast network of volunteers. Through these efforts, millions of pounds of food each year are redirected from landfills to feed those in need.

Current Consideration:
Food Finders proposes to partner with District to offer fresh produce, dairy, pantry items, and other perishable food at school sites across the District that experience high levels of

food insecurity. Scheduled distributions and programs will be created to meet the specific needs of each site, in close collaboration with Food Finders and District Family and Community School Resource Centers. Food Finders will work closely with Community School Coordinators and the Family and Community Engagement Specialist to ensure the effective delivery of these services, aiming to support the nutritional needs of students and their families. Services will be provided September 13, 2024, through June 30, 2025.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.23 ***Subscription, Savvas Learning Company LLC, High School Science Instructional Materials Lab Kits by FLINN***

Background Information:
A team of District science teachers engaged in an instructional materials selection process over the course of the 2023-24 year to support the implementation of the California (CA) Next Generation Science Standards (NGSS). The team utilized the CA NGSS TIME protocol and review criteria for evaluating the various programs aligned with the State Board of Education (SBE) approved curriculum framework for each subject area. The Savvas Experience Chemistry program has an exclusive partnership with FLINN Scientific to provide students access to its FLINN Scientific labs and activities directly in the Experience program with four differentiated versions of each Experience lab. Savvas also provides a single lab kit option for FLINN supplies to support the Experience Biology program.

Current Consideration:
District high school sites reviewed the FLINN lab options, as well as, their current chemical and supplies inventory and made recommendations for their respective department for materials to support the hands-on experiences. The Living Earth and Chemistry in Earth Systems teams recommended the Savvas Experience Biology and Savvas Experience Chemistry instructional materials programs, respectively.

Budget Implication:
The cost for the science instructional materials includes the supplies and chemicals provided by FLINN Scientific for the Living Earth and Chemistry in Earth Systems High School courses. The total cost for both programs is not to exceed $822,565.63. (Instructional Materials Lottery Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the subscription.

10.24 ***Subscription, Activate Learning, High School Science Instructional Materials***

Background Information:
On September 4, 2013, the California State Board of Education (SBE) adopted the Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve (CA NGSS) as required by California Education Code 60605.85. The new standards seek to actively engage students through a number of instructional shifts. In 2016, a new Science Framework for California Public Schools was developed to support the goals of the

CA NGSS and help students become leaders in science and technology that our globalized economy and pluralistic society demand. On November 8, 2018, the California State Board of Education adopted sets of approved CA NGSS instructional materials programs for grades K-8, however CA does not review or adopt instructional materials for high school at the state level. In January 2019, the state provided professional learning and a protocol called the CA NGSS Toolkit for Instructional Materials Evaluation (TIME). A team of District high school science teachers engaged in the instructional materials selection process over the course of the 2023-24 year using the CA NGSS TIME protocol and review criteria for evaluating the various programs aligned with the SBE-approved curriculum framework. The Physics of the Universe team recommended the OpenSciEd program. The OpenSciEd curriculum is available for free on their website, however you can purchase fully packaged versions of the curriculum through one of their certified distributors.

Current Consideration:
Activate Learning is a certified OpenSciEd distributor and professional learning provider. They offer a digital platform, print books, science kits, and professional learning to support OpenSciEd implementation. The District will utilize their Graphic Arts Department to print teacher editions and student facing copies as needed, as well as upload the resources into eKadence throughout the first year of implementation. The District will purchase the science kits from Activate Learning and a copy of the student resources for the released units. With the kit purchases, Activate Learning will include the first year of the digital platform and professional learning free in order to support a smooth and successful implementation.

Budget Implication:
The cost for the science instructional materials includes science kits for the hands-on exploration of the released units, a bound copy of the student edition for each teacher, a one-year digital teacher portal, and professional learning for the Living Earth and Chemistry in Earth Systems High School courses. The total cost is not to exceed $102,917.82. (Instructional Materials Lottery Funds)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the subscription.

HUMAN RESOURCES

10.25 ***Amended 2023-24 Collective Bargaining Agreement with MMA***

Background Information:
The District entered into contract negotiations with the Mid-Managers Association (MMA) for a successor agreement after proposals were brought forth by both parties. Negotiations were held and a tentative agreement was reached by both parties and ratified by MMA.

Current Consideration:
The 2023-24 Collective Bargaining Agreement with MMA was approved by the Board of Trustees on April 18, 2024. This amendment incorporates tentative agreement language that was inadvertently left out on item 5.6 in the original submission.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the amended 2023-24 collective bargaining agreement with MMA.

11. **CONSENT CALENDAR**

On the motion of Trustee O'Neal duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.7, Exhibit JJ, and 11.8 pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, and Randle-Trejo
Absent: Trustee Guerrero

BUSINESS SERVICES

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

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 issue 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 will be provided September 18, 2024, through September 18, 2025.

Budget Implication:
The total cost for these services is not to exceed $16,500. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.2 ***Award of Bids***

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

Bid#	Service	Award	Amount
2025-02	Brookhurst Junior High School Fire Alarm Project (Maintenance Funds and/or other funds as appropriate)	Red Dragon Electric, Inc.	$1,150,000
2025-03	District Office Roofing Project (ESSER and/or other funds as appropriate)	Courtney, Inc.	$998,250

Action:
The Board of Trustees awarded Bids #2025-02 and #2025-03.

11.3 ***Ratification of Change Orders***

Bid #2024-16, Anaheim High School Roofing Project	P.O. #T64A0336
Best Contracting Services, Inc.	
Original Contract	$1,865,423
Change Order #1	$5,750
New Contract Value	$1,871,173

Bid #2024-25, Sycamore Junior High School Basketball Courts	P.O. #T64A0343
Golden State Paving Co.	
Original Contract	$163,800
Change Order #1	$8,500
New Contract Value	$172,300

Action:
The Board of Trustees ratified the change orders as listed above.

11.4 ***Notices of Completion***

Bid #2024-16, Anaheim High School Roofing Project	P.O. #T64A0336
Best Contracting Services	
Original Contract	$1,865,423
Contract Changes	$5,750
Total Amount Paid	$1,871,173

Bid #2024-25, Sycamore Junior High School Basketball Courts	P.O. #T64A0343
Golden State Paving Co.	
Original Contract	$163,800
Contract Changes	$8,500
Total Amount Paid	$172,300

Action:
The Board of Trustees authorized the assistant superintendent, Business to accept Bids #2024-16 and #2024-25 as complete, and authorized the filing of the notices of completion with the Office of the County Recorder.

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

Action:
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

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

Action:
The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees ratified items 11.7, Exhibit JJ, and 11.8, with the following vote.

Ayes: Trustees Hoshi, Smith, and Randle-Trejo
Abstain: Trustee O'Neal
Absent: Trustee Guerrero

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

Action:
The Board of Trustees ratified the reports July 30, 2024, through August 28, 2024.

11.8 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report July 30, 2024, through August 28, 2024.

11.9 **SUPPLEMENTAL INFORMATION**

11.9.1 ASB Fund, July 2024

11.9.2 Cafeteria Fund, June 2024

11.9.3 Enrollment, Month 1

EDUCATIONAL SERVICES

11.10 ***Agreement and Addendums, Orange County Department of Education (OCDE), Inside the Outdoors Field, School, and Virtual Programs***

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 and virtual programs.

Current Consideration:
OCDE is requesting to enter into an agreement with the District in order for District schools 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 will be 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, 2024, through June 30, 2025.

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

Action:
The Board of Trustees ratified the agreement and addendums with the Orange County Department of Education.

11.11 ***Agreement, Orange County Department of Education (OCDE), California Multi-Tiered System of Support (CA MTSS)***

Background Information:
The District was invited by the Orange County Superintendent of Schools to have the Cypress High School Dance Team perform at the 2024 California Multi-Tiered System of Support (CA MTSS) Professional Learning Institute (PLI). This event took place on July 17, 2024, at the Anaheim Convention Center.

Current Consideration:
The District would like to approve the agreement with the OCDE for the participation of the Cypress High School Dance Team in the 2024 CA MTSS Professional Learning Institute, and authorize the Superintendent or designee to execute all related documents.

Upon receipt of an invoice from the District, the Orange County Department of Education will compensate the Cypress High School Dance Program and Teacher Kerri Fenton $1,250 for their participation in this statewide conference.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees ratified the agreement with the Orange County Department of Education.

11.12 ***Agreement, Anaheim Elementary School District***

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 2024-25 year. Services will be provided September 13, 2024, through June 30, 2025.

Budget Implication:
The cost of services is not to exceed $20,000. (LCFF Funds)

Action:
The Board of Trustees approved the agreement.

11.13 ***Renewal Quote, Rosetta Stone***

Background Information:
Twenty percent of the District student population is composed of English Learners/ plurilingual students. Of these students, 500 are identified as newcomers (students who have been in the country 12 months or less). In order to provide greater support to newcomers, the District provides a Rosetta Stone license to each for home and school use. This will be the ninth year with Rosetta Stone.

Current Consideration:
Rosetta Stone offers online access to an e-learning solution designed for English Learner/plurilingual students at the emerging level of English proficiency to build fundamental language skills. Their platform engages students by developing skills through a predefined sequence and method using sounds, images, and text to help students acquire English. A renewal of 360 Rosetta Stone licenses were provided starting September 20, 2023, through September 20, 2024. Another additional 140 Rosetta Stone licenses were provided starting November 6, 2023, through October 4, 2024. Rosetta Stone is an annual subscription. We seek to purchase 500 licenses for this current school year, starting October 4, 2024, through October 4, 2025.

Budget Implication:
The cost for the 500 licenses is not to exceed $36,095. (Title III Funds)

Action:
The Board of Trustees approved the renewal quote.

11.14 ***Amendment, Agreement, Osael Romero***

Background Information:
Osael Romero, ARC instructor, provides a high-quality Adult and Pediatric First Aid/CPR and Basic Water Rescue training with content and standards equivalent to that of the American Red Cross. Where applicable, the training also complies with OSHA requirements, as well as state and local emergency regulations.

The safety certification training and courses are designed and targeted to meet student needs, as well as comply with regulations. The safety courses are equivalent to industry leaders, but with simplified lesson plans and flexible teaching guidelines that empower teachers to succeed. The courses will offer high-quality, low-cost, accredited training solutions in online or instructor-led formats for maximum convenience and accessibility.

Current Consideration:
The District entered into an agreement on May 7, 2024, with Osael Romero to provide Adult and Pediatric First Aid/CPR certification training and Basic Water Rescue training for District physical education teachers who do not have current certifications. Services were provided

May 8, 2024, through June 30, 2024. An amendment is requested to extend the services through June 30, 2025. All other terms and conditions remain intact.

Budget Implication:
The total costs for these services is not to exceed $3,401. (Title IV Funds)

Action:
The Board of Trustees approved the amendment.

11.15 ***Amendment, Agreement, Multilingual California Project (MCaP) Grant***

Background Information:
The Multilingual California Project Grant (MCaP) is a three-year grant awarded in March 2020, to the MCaP Alliance through the California Department of Education Educator Workforce Investment Grant (EWIG) Program to support professional learning opportunities for teachers and paraprofessionals across the state for the implementation of the English Learner (EL) Roadmap Policy. The MCaP builds consistently strong research documenting multilingualism as the most effective option for the academic achievement of ELs across all content areas and for preparation to participate effectively in the global workforce. Orange County Department of Education (OCDE) is a MCaP partner. OCDE selected the District and Anaheim Elementary School District as partners to receive focused, in-depth strategic professional learning for the implementation of the EL Roadmap.

Current Consideration:
The District entered into an agreement on January 1, 2021, for a three-year grant cycle, MCaP, which would engage paraprofessionals, teachers, counselors, and administrators in professional learning opportunities called "innovations." Grant funds will pay for 50 identified participants to attend professional learning. Services are being provided January 2021, through June 2023. An additional $33,000 was awarded for the term of the grant to help fund the full-time educator for Arabic World Language for the 2024-25 year.

Budget Implication:
The District will receive an additional $33,000 in grant funds.

Action:
The Board of Trustees ratified the amendment.

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

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

Current Consideration:
An agreement with NOCCCD, through Cypress College and Fullerton College, was approved on May 7, 2024, to offer dual enrollment courses at the following school sites: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Polaris, Savanna, and Western high

schools, as well as Oxford Academy and Cambridge Virtual Academy. An amendment is necessary to include additional courses. All other terms of the agreement remain intact.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the amendment.

11.17 This item was pulled prior to the adoption of the agenda.

11.18 ***Amendment, 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, and 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:
On October 12, 2023, the Board of Trustees approved the agreement with Backhausdance to provide teaching artists to work with Anaheim High School dance. An amendment is necessary in order to provide additional educational outreach, materials, and supplies, workshops, choreography, as well as planning meetings and intensive services with students for an increase of $4,000. All other terms and conditions remain the same.

Budget Implication:
The new amended amount is at a cost not to exceed $7,000. (Arts and Music in School Funds)

Action:
The Board of Trustees approved the amendment.

11.19 ***Subscription, Drama Notebook***

Background Information:
The District and Board of Trustees has a long history of supporting visual and performing arts. This support has led to a robust arts education for District students, as well as award-winning programs across the different art disciplines. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. The Drama Notebook application was identified as a need by District teachers.

Current Consideration:
It is requested that the District renew the Drama Notebook application for the 2024-25 year. Services will be provided September 14, 2024, through July 31, 2025.

Budget Implication:
The total cost is not to exceed $628.68. (Title IV Funds)

Action:
The Board of Trustees approved the subscription.

11.20 ***Subscription, GraceNotes LLC***

Background Information:
The District reviewed Sight Reading Factory and other supplemental, educational technology applications during the 2021-22 year to advocate for standard applications in the school years that follow. Sight Reading Factory was used by all instrumental and vocal music teachers, as well as all band, orchestra, and choir students.

Current Consideration:
It is requested that the District renew the Sight Reading Factory application for online learning experience for teachers and students. Services will be provided September 14, 2024, through July 31, 2025.

Budget Implication:
The total cost is not to exceed $2,972.80. (Title IV Funds)

Action:
The Board of Trustees approved the subscription.

11.21 ***Subscription, Art of Education***

Background Information:
The District purchased the licensing to the Art of Education application to augment the online learning experience for teachers and students. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. Art of Education allows visual arts teachers to search thousands of premium curriculum materials, including lessons, videos, resources, and assessments. The platform also provides relevant professional learning for visual art teachers and the opportunity to attend a summer and winter conference for professional development.

Current Consideration:
It is requested that the District renew the Art of Education application for the 2024-25 year. Services will be provided September 13, 2024, through September 30, 2025

Budget Implication:
The total costs for these services is not to exceed $21,758. (Title IV Funds)

Action:
The Board of Trustees approved the agreement.

11.22 ***Subscription, Theatrefolk Ltd.***

Background Information:
The District and Board of Trustees has a long history of supporting visual and performing arts. This support has led to a robust arts education for District students, as well as award-winning programs across the different art disciplines. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. The Drama Teacher Academy application was identified as a need by District teachers.

Current Consideration:
It is requested that the District renew the Drama Teacher Academy application for the 2024-25 year. Services will be provided September 14, 2024, through July 31, 2025.

Budget Implication:
The total cost is not to exceed $3,108. (Title IV Funds)

Action:
The Board of Trustees approved the subscription.

11.23 ***Data Sharing and Services Agreement, California College Guidance Initiative (CCGI)***

Background Information:
As part of the District's participation in the California Regional K-16 Education Collaborative Grant Program, in the Spring of 2023, the District entered into a data sharing and services agreement with the California College Guidance Initiative (CCGI). CCGI provides students with online planning tools to explore potential careers and plan for college. The data sharing agreement allows student transcript data to be shared with institutions of higher education to help inform admissions, enrollment, placement, guidance, and financial aid. This agreement is between the District and the Foundation for California Community Colleges (Foundation), a nonprofit acting on behalf of CCGI.

Current Consideration:
CCGI has updated their data sharing and services agreement to align with their expanded role in the state, including support of the Cradle to Career Data System and associated state policy. The District and the Foundation would like to enter into the updated Data Sharing and services agreement to continue to assist students with their college and career planning. Services will be provided September 13, 2024, and will remain in effect for five years or until terminated by mutual written consent of either party.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the data sharing agreement.

11.24 ***Agreement, Vital Link***

Background Information:
For the past 20 years, the District has partnered with Vital Link as it facilitated Career Technical Education (CTE) advisory boards and provided students with industry-related field trips and competitions. Vital Link has coordinated and facilitated the industry panels and activities for the following industry pathways: Arts, Media and Entertainment; Business and Finance; Construction; Culinary Arts; Education; Engineering and Design; Health Science and Medical Technology; Information and Communication Technology; Marketing, Sales, and Services; Manufacturing and Product Design; Public Services; and Transportation. Vital Link has also coordinated the District's annual College and Career Fair.

Current Consideration:
Vital Link would like to enter into an agreement to continue its focus on the expansion of industry involvement in the advisory boards, assist faculty in the development of ongoing industry and educational partnerships, provide field trips and competitions for District

students, as well as assist in the coordination of the District's annual College and Career Fair. Services will be provided September 13, 2024, through June 30, 2025.

Budget Implication:
The costs for services are not to exceed $75,000. (Perkins, LCFF, and/or AIME Funds)
Action:
The Board of Trustees approved the agreement.

11.25 ***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 eighteen 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, 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 the site's counseling departments and site staff to refer students to the programs and to monitor students who have participated in the programs. The following sites will pay $10,000 per school for Girls Inc. of Orange County services, totaling $70,000: Ball, Dale, South and Sycamore junior high schools, as well as Anaheim, Kennedy, and Western high schools. Services will be provided September 13, 2024, through August 30, 2025.

Budget Implication:
The total cost for these services is not to exceed $70,000. (Site Funds)

Action:
The Board of Trustees approved the agreement.

11.26 ***Agreement, California State University, Fullerton, Teacher Residency Implementation Grant***

Background Information:
The California state budget includes funding for competitive grants to support collaborative partnerships between a Local Education Agency (LEA) and one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to expand, strengthen, improve access to, or create teacher residency programs. The funding may be used to establish new teacher residency programs that support designated shortage fields including special education, bilingual education, computer science, science, technology, engineering, and mathematics, as well as to support local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects an LEA community's diversity.

Current Consideration:
The District submitted a proposal in collaboration with California State University, Fullerton (CSUF) and the University of California, Irvine (UCI) and was approved for the Teacher Residency Implementation Grant to begin in July 2023, and ending at the end of the 2025-26 year. In partnership with the District, UCI and CSUF have supported 15 student-teacher "Residents" in becoming socially just teachers during the 2023-24 year, while completing the Single Subject Secondary Credential requirements. The grant requires an award for the Institutions of Higher Education (IHE) for the services they provide including recruitment and selection of residency teacher candidates, data collection, accountability, as well as resident support. The IHEs will invoice the District at the end of each grant year for these services. Services are being provided July 1, 2024, through June 30, 2026.

Budget Implication:
The total amount of award for each IHE for the three-year term of the grant is $23,163 for CSUF. (CTC Residency Grant Funds)

Action:
The Board of Trustees ratified the grant award.

11.27 ***Memorandum of Understanding (MOU), GROUNDSWELL, Bridges***

Background Information:
Groundswell and the District have a long-standing relationship that dates back to 1998. Groundswell, has committed to work with District school site teams for the purpose of establishing a comprehensive school inter-group relations program. Groundswell agrees to provide services, which include, but are not limited to: The BRIDGES Safe and Respectful Schools Program and the Restorative Schools Program for selected schools in the District.

Current Consideration:
The scope of services for the Restorative Schools Program include comprehensive training for foundational knowledge of restorative justice and skills of restorative practices. In addition to training, school staff will receive on-going support through modeling, mentoring, and observational feedback, basic restorative practices training, harm and conflict training, as well as conflict intervention for the school community.

Groundswell has pledged to continue to staff a part-time (two days on site/week) Restorative Program at Lexington and Orangeview junior high schools. Services will be provided September 13, 2024, through May 31, 2025.

Budget Implication:
The total cost is not to exceed $80,000. (Site Funds)

Action:
The Board of Trustees approved the MOU.

11.28 ***Amendment to Agenda Item, Crisis Prevention Institute***

Background Information:
On June 17, 2021, the Board of Trustees approved an educational consulting agreement with the Crisis Prevention Institute (CPI). The crisis prevention training provided evidence-based de-escalation and crisis prevention training on the skills needed to safely de-escalate crisis situations. Training focused on verbal de-escalation and early intervention, giving staff an effective framework for decision-making and problem solving. By teaching safe

disengagements and restrictive interventions that can be implemented with the least use of force, this training supports the safest environment for students and staff. Post-crisis strategies assist teams in recognizing opportunities to learn prevention strategies in the aftermath of a crisis.

Current Consideration:
The previously approved agenda item stated that the total cost for these services were not to exceed $70,000, for an agreed upon number of employees to be trained. It was later determined an additional employee needed training, which added an additional $6,499 to the cost. All other terms and conditions remain intact.

Budget Implication:
The total cost of these services is not to exceed $76,499. (Expanded Learning Opportunity Grant Funds and/or Special Education Funds)

Action:
The Board of Trustees approved the amendment to the agenda item.

11.29 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in ethnic studies, social science, as well as visual and performing arts. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, September 13, 2024, through October 17, 2024.

Action:
The Board of Trustees approved the display.

11.30 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

11.31 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

11.32 ***Memorandum of Understanding (MOU), The Association of California School Administrators (ACSA) Foundation for Educational Administration (FEA)***

Background Information:
Obtaining a Clear Administrative Services credential is a requirement for all employees serving in an administrator position. To obtain the credential, individuals must enroll in a program authorized by the California Commission on Teacher Credentialing (CTC) and complete coursework and a minimum number of hours. Due to an increasing number of new administrators at the District in recent years, the District collaborated with the Association of California School Administrators (ACSA) to establish a cohort to complete a clear

credential program. By serving as a host site, this ensures the program meets the District's high standards for leadership development.

The Network of ACSA Clear Administrative Credential Local Programs (CACLP-Net) was created and is administered through a partnership with ACSA, the Foundation for Educational Administration (FEA), and Local Education Agencies. This partnership includes ACSA-FEA Affiliated Local Programs to provide ACSA's approved Commission on Teacher Credentialing Clear Administrative Credential Program outcomes.

The MOU between ACSA-FEA and the District allows administrators to be trained as administrative coaches/mentors.

Current Consideration:
The purpose of this agreement is to provide the District the ability to train administrators as coaches/mentors and serve as the credentialing institution for administrators enrolled in the Clear Administrative Credential Program. Online and in-person training will be scheduled for specific dates during the 2024-25 year. Services are being provided July 1, 2024, through May 31, 2025.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees ratified the MOU.

11.33 ***Amendment, Agreement, Hope International University***

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 an agreement in place with this university since 2021.

Current Consideration:
This agreement was originally approved by the Board of Trustees on April 13, 2024. This amendment includes language regarding Literacy Performance Assessments, as well as video assessments. All other terms of the original agreement will remain the same. This agreement, including amended language, will remain in effect through June 30, 2028.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the amendment.

11.34 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

11.35 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

11.36 ***Conferences and/or Meetings***

It was recommended that the Board of Trustees approve and/or ratify the attendance to the following conferences for the superintendent with payment of necessary expenses (registration, travel, hotel, parking, ground transportation, etc.)

11.36.1 League of Innovation Schools Fall 2024 Convening, September 30, 2024, through October 2, 2024, Visalia, CA, at a cost not to exceed $1,200. (Stuart Funds)

11.36.2 Grantmakers for Education Conference, October 16, 2024, through October 18, 2024, Minneapolis, MN, at a cost not to exceed $2,000. Attendance to the Carnegie Summit is a requirement of the issuance of the $200,000 Carnegie Grant. (Carnegie Funds)

11.36.3 2024 NCCEP Board of Directors Meeting, October 25, 2024, Washington, D.C., at a cost not to exceed $1,000. Travel costs will be paid by NCCEP. (NCCEP Funds)

Action:
The Board of Trustees approved and/or ratified for the superintendent to attend the conferences.

11.37 ***Board of Trustees' Meeting Minutes***

11.37.1 June 13, 2024, Regular Meeting
11.37.2 July 18, 2024, Regular Meeting
11.37.3 August 8, 2024, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

12. **SUPERINTENDENT AND STAFF REPORT**

Superintendent Matsuda highlighted Matthew Franco, former student who is now attending Irvine Valley College, and has been invited to represent the District at the Statewide Speech finals in Sacramento.

Dr. Fried spoke about the upcoming Leading and Learning Labs.

Mr. Jackson shared his appreciation for administrators.

Dr. Nien thanked the Magnolia High School team for hosting the Ribbon Cutting for the Jan and Ross Billings Innovation Center, as well as the Maintenance and Operations Department. She also mentioned upcoming ribbon cutting ceremonies for Cypress and Western high schools.

Mr. Widell reported on his visit to Cypress High School and Lexington Junior High School.

Mr. Saldivar highlighted the critical efforts of staff, teachers, counselors, and administrators to support students and families. Additionally, he thanked administrators for their work.

13. BOARD OF TRUSTEES' REPORT

Trustee Hoshi stated he attended ten Back-to-School Nights, Community Schools Steering Committee, City of Cypress Liaison meeting, Insurance Committee meeting, Student Discipline Task Force meeting, and Each One Teach One event at Hope School. He also acknowledged National IT Day on September 17.

Trustee O'Neal reported he attended the Ribbon Cutting Ceremony for the Jan and Ross Billings Innovation Center, ROP Board meeting, and City of Cypress Liaison meeting.

Trustee Smith indicated she attended the Insurance Committee meeting, Student Discipline Task Force meeting, as well as shared an article on the Jan and Ross Billings Innovation Center.

Trustee Randle-Trejo thanked staff for the Ribbon Cutting Ceremony for the Jan and Ross Billings Innovation Center. She mentioned she attended the PTA Principals' Breakfast, ROP Board meeting, and a Black/African American Family Affinity Group.

14. ADVANCE PLANNING

14.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, October 17, 2024, at 6:00 p.m.

Thursday, November 14 Thursday, December 12 Thursday, December 19

14.2 ***Suggested Agenda Items***

There were no suggested agenda items.

15. ADJOURNMENT

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:22 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Tuesday, September 17, 2024

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Randle-Trejo called the special meeting of the Anaheim Union High School District Board of Trustees to order at 3:00 p.m.

Present: Annemarie Randle-Trejo, president; Jessica Guerrero, clerk; Katherine H. Smith, assistant clerk; Brian O'Neal and Ron Hoshi, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; and Karl H. Widell, District counsel.

Absent: Robert Saldivar, executive director

2. ADOPTION OF AGENDA

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the agenda. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, Guerrero, and Randle-Trejo

3. PLEDGE OF ALLEGIANCE

Board President Annemarie Randle-Trejo led the Pledge of Allegiance to the Flag of the United States of America.

4. PUBLIC COMMENTS, OPEN SESSION ITEMS

There were no requests to speak.

5. CLOSED SESSION

The Board of Trustees entered closed session at 3:02 p.m.

6. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT

6.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 3:36 p.m.

6.2 ***Closed Session Report***

Board Clerk Guerrero reported the following action taken during closed session.

The Board of Trustees unanimously voted to dismiss employee Steven Graves, and approved the Statement of Charges and Immediate Unpaid Suspension, effective September 17, 2024.

7. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 3:36 p.m.

Approved _____
Clerk, Board of Trustees