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: June 6, 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

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 13th day of June 2024

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 11, 2024, to allow reasonable arrangement to ensure interpretation services.

Closed Session-3:30 p.m.
Regular Meeting-6:00 p.m.

Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Agenda
Thursday, June 13, 2024
Closed Session-3:30 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, June 11, 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, June 11, 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)(2): Conference with legal counsel, anticipated litigation (one confidential student matter).

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.

4.5 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–director(s).

4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2023-24-72. **[CONFIDENTIAL]**

4.7 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2023-24-73. **[CONFIDENTIAL]**

4.8 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2023-24-74. **[CONFIDENTIAL]**

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

5.1 ***Reconvene Meeting***

The Board of Trustees will reconvene into open session.

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

President Randle-Trejo 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 assistant clerk of the Board of Trustees will report actions taken during closed session.

6. ITEM OF BUSINESS

SUPERINTENDENT'S OFFICE

Provisional Appointment to the Board of Trustees ***ACTION ITEM***

Background Information:
On May 6, 2024, Trustee Anna L. Piercy passed away following an extended illness. Trustee Piercy's passing has created a vacancy on the Board of Trustees for Trustee Area 5. On May 10, 2024, the Board voted to fill the vacancy by making a provisional appointment. The process for making a provisional appointment to the Board is outlined in Education Code Sections 5090-5095, as well as Board Policies 10221 and 10111.

Current Consideration:
The Board will discuss the candidates' background and qualifications for the appointment and, depending on the outcome of the discussion, may take formal action to vote to select a candidate for the Board position.

The following persons met the residency requirement, as well as the notification and submission deadlines, to be considered for the provisional appointment to the Board and were interviewed for the position at a special Board meeting on June 11, 2024:

Stephen Blount
Sheila Hart
Ron Hoshi

Budget Implication:
There is no impact on the budget.

Staff Recommendation:
It is recommended that Board of Trustees share their views on the candidates for the Board position to identify the top-ranked persons prior to considering motions for the actual appointment to the Board.

7. FORMAL ADMINISTRATION OF OATH OF OFFICE

Superintendent Matsuda will administer the Oath of Office for the newly appointed Trustee.

8. RECOGNITIONS *INFORMATION ITEMS*

8.1 ***Classified Employees of the Year***

The Board of Trustees will recognize the Classified Employees of the Year for their dedicated service to the Anaheim Union High School District. The employees were all honored at the Classified Employee of the Year Recognition event on May 9, 2024.

Name	Title	Site
Zineh Abu Khalaf	Instructional Assistant-Bilingual	Plurilingual Services
Dahlia Aguilar	Food Services Manager I	Western High School
Claudia Armenta	Instructional Assistant-Specialized Academic Instruction	Walker Junior High School
Virginia Arrizon	Sr. Administrative Assistant	Orangeview Junior High School
Adriana Avila	Instructional Assistant-Specialized Academic Instruction	Savanna High School
Monserrad "Monse" Avila	Child Welfare and Attendance Liaison	Gilbert High School
Anahuac "Chuck" Castillo	Campus Safety Aide	Lexington Junior High School
Martha Espiritu	Family and Community Engagement Specialist	Magnolia High School
Grimaneza Florian	Office Assistant–Bilingual	Dale Junior High School
Jeff Gilbert	Human Resources Assistant	Human Resources–Classified

Peter Hernandez	Campus Safety Aide	Anaheim High School
Ismael Hipolito	Bus Driver	Transportation Department
Hali Hood	Sr. Administrative Assistant	Human Resources–Certificated
Stephanie Ibarra	Family and Community Engagement Specialist	Ball Junior High School
Trung Le	Technology Services Technician	Oxford Academy
Martha Lepe	Custodian	Kennedy High School
Cruz Martinez	Instructional Assistant-Specialized Academic Instruction	Katella High School
Danny Nguyen	Network Analyst	Education and Information Technology
Jason Ortiz	Family and Community Engagement Specialist	Cambridge Virtual Academy
Daniel Peralez	Equipment Operator	Operations Department
Hermoly Ramirez	Sr. Payroll Technician	Fiscal Services (Payroll Department)
Gustavo Ramirez Avalos	Campus Safety Aide	Brookhurst Junior High School
Mayleen Richardson	Sign Language Interpreter	Hope School
Lori Robertson	Office Assistant	Cypress High School
Andrea Rodriguez	Community Schools Coordinator	Loara High School
Mildred "Mili" Sierra	Office Assistant	South Junior High School
Michelle Stewart	Instructional Assistant-Specialized Academic Instruction	Sycamore Junior High School
Adriana Velazquez	Secretary-School Support (Bilingual)	Polaris Education Center

8.2 ***Quantum 10 Transformation Leadership Award for Courageous Leadership***

The Board of Trustees will recognize Superintendent Michael Matsuda as a Quantum 10 Transformational Leadership Awardee for Courageous Leadership. In December 2023, the inaugural Quantum 10 Transformational Leadership Awards were presented to those leaders who show tremendous courage in their leadership at the annual Quantum 10 International Conference in Anaheim, California. Superintendent Matsuda was not able to attend the conference and awards. The founder of the Q10 Conference, Dr. Talisa Sullivan and awards co-chair Dr. Renae Bryant will present the award to Superintendent Matsuda.

9. **REPORTS** ***INFORMATION ITEMS***

9.1 ***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.

9.2 ***Reports of Associations***

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

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

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

10. **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.

11. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

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

Background Information:
The Local Control and Accountability Plan (LCAP) and annual update provides details regarding the District's actions, as well as expenditures to support pupil outcomes and overall performance pursuant to California Education Code Sections 52060, 52066, 47605, 47605.5, and 47606.5. California Education Code Section 52060 requires the governing board of each school district to adopt the LCAP and annual update using a template adopted by the State Board of Education. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils were consulted in the development of the 2024-25 LCAP and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2023-24 year.

Current Consideration:
The public hearing was held on June 6, 2024. The purpose of the public hearing was to allow the public an additional opportunity to ask questions concerning the District's LCAP and annual update.

Budget Implication:
The program and goals contained in the LCAP must align with the terms of the District's 2024-25 annual budget and multi-year budget projections.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the LCAP and annual update.
[EXHIBIT A]

RESOLUTIONS

11.2 ***Resolution No. 2023/24-B-17, Committed Fund Balance, General Fund*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
The Governmental Accounting Standards Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance. The Anaheim Union High School District has previously adopted Board Policy 41009 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds. The committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Board.

Current Consideration:
The Board has determined it has specific needs that it elects to fund with portions of its General Fund ending fund balance.

Budget Implication:
There is no budget implication to the General Fund.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-B-17, by roll call vote. **[EXHIBIT B]**

11.3 ***Resolution No. 2023/24-B-18, Adjustments to Income and Expenditures, General Fund; Resolution No. 2023/24-B-19, Adjustments to Income and Expenditures, Various Funds; and Proposed Budget (All Funds)*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
The Board of Trustees must adopt a budget for the next fiscal year by July 1, 2024, per Education Code Section 42127(a). The Board has a fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. The District submitted a detailed list of methods of acquiring such funds for Board approval as part of the 2023-24 Second Interim Report.

Current Consideration:
After thorough analysis and review, the 2023-24 budget was updated from the Second Interim Report, which was presented and approved by the Board of Trustees at its March 7, 2024, regular meeting. Per Education Code Sections 42600 and 42601, all adjustments to the current budget must be approved by a resolution of the Board of Trustees. Resolution No. 2023/24-B-18 summarizes adjustments to the General Fund and Resolution No. 2023/24-B-19 summarizes adjustments to all other funds.

Budget Implication:
As part of the annual budget reporting process, budget adjustments are made to revenue, expenditures, and fund balances. Resolution No. 2023/24-B-18, General Fund, and Resolution No. 2023/24-B-19, Various Funds, authorize budget adjustments per Education Code Sections 42600 and 42601.

Staff Recommendation:

1. It is recommended that the Board of Trustees adopt Resolution No. 2023/24-B-18, General Fund, by a roll call vote. **[EXHIBIT C]**

2. It is recommended that the Board of Trustees adopt Resolution No. 2023/24-B-19, Various Funds, by a roll call vote. **[EXHIBIT D]**

3. It is recommended that the Board of Trustees adopt the 2024-25 Proposed Budget (All Funds). **[EXHIBIT E]**

11.4 ***Resolution No. 2023/24-B-20, Education Protection Account (Roll Call Vote)*** ***ACTION ITEM***

Background Information:
Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increased the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. On November 8, 2016, the voters approved Proposition 55, which extended the Proposition 30 temporary income tax increase on high income earners by 12 years through 2030. Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the monies received from the Education Protection Account (EPA) are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators, or any other administrative costs, for the years 2012-13 through 2029-30.

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

This resolution, as required by Article XIII, Section 36 of the California Constitution, approving the District's utilization of funds subject to EPA for the 2023-24 year has been prepared for the Board of Trustees' consideration.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-B-20, by a roll call vote. **[EXHIBIT F]**

BUSINESS SERVICES

11.5 ***Rejection of Claim Filed Pursuant to Government Code Section 900 et seq.*** ***ACTION ITEM***

The Nazerian Group submitted two separate Government Code claims both dated May 3, 2024, and both received by the District on May 8, 2024, related to Bid No. 2020-14,

Magnolia High School Site Improvement Project and Bid No. 2021-12, Magnolia High School Locker Room Project (collectively, "Claims"). District staff, after consultation with legal counsel, recommends rejection of both Claims as submitted.

Staff Recommendation:
It is recommended that the Board of Trustees reject the Claims as submitted and authorize staff to send the notice of rejection in accordance with the Government Code.

11.6 ***Agreement, Transportation, Merage Jewish Community Center of Orange County*** ***ACTION ITEM***

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:
Merage Jewish Community Center is requesting the District to transport students for a first of its kind program, which transports children stricken with cancer, and their siblings, to a summer camp in Orange County. The agreement will be in effect June 14, 2024, through June 30, 2025.

Budget Implication:
The transportation agreement provides net income to the District, which assists in offsetting the transportation contribution from the General Fund.

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

11.7 ***Piggyback Bid, Purchase through Public Corporation or Agency, Turf Installation*** ***ACTION ITEM***

Background Information:
The District has four sites that have unpaved dirt areas on their campuses that require durable, safe surfacing. The sites are Anaheim and Gilbert high schools, and Brookhurst and Dale junior high schools. These areas will need to be aesthetically pleasing, as well as safe for the staff and students. Additionally, the mud generated from these areas when it rains, soils the classroom carpets leading to more regular cleaning and a shortened life.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with AstroTurf Corporation, that will allow other agencies, including local districts, to purchase synthetic turf, removal and installation services. The material and services will be purchased utilizing DGS CMAS contract 4-24-02-1013. The District will utilize the contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100. Utilizing the CMAS contract is in the best interest of the District.

Budget Implication:
The annual not to exceed cost for the current CMAS contract is $600,000, including any extensions. (Deferred Maintenance Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the purchase utilizing DGS's CMAS contract 4-24-02-1013.

EDUCATIONAL SERVICES

11.8 ***Revised Board Policy, Multiple Policies, First Reading*** ***INFORMATION ITEM***

Background Information:
The District is continuing the process of reviewing Board policies, administrative regulations, and bylaws to ensure conformity with the recommendations of the California School Boards Association (CSBA) through the Gamut Online System. Gamut is an online policy information service that incorporates the complete CSBA Policy Update Reference Manual, which contains more than 650 sample policies, regulations, exhibits, and is updated continually. In addition, the District is aligning policies with requirements identified during Federal Program Monitoring.

Current Consideration:
Board Policy 8145.13, Response to Immigration Enforcement, was last revised in 2018. Board Policy 8533, Alternative/Continuing Education, was last revised in 2005. Board Policy 8535, Transfers, Interschool, Involuntary, was last revised in 2010. Board Policy 8605, Married/Pregnant/Parenting Students, was last revised in 2015. The Education Division has submitted the following policies for review. Policies 8533, 8535, and 8605 are comprehensive revisions and therefore do not indicate strikethrough deletions or highlighted additions.

11.8.1 Revised Board Policy 8145.13 (5145.13), Response to Immigration Enforcement **[EXHIBIT H]**
11.8.2 Revised Board Policy 8533 (6184), Alternative/Continuing Education **[EXHIBIT I]**
11.8.3 Revised Board Policy 8535 (5116.2), Involuntary Student Transfers **[EXHIBIT J]**
11.8.4 Revised Board Policy 8605 (5146), Married/Pregnant/Parenting Students **[EXHIBIT K]**
11.8.5 Revised Board Policy 91100 (1250), Visitors/Outsiders **[EXHIBIT L]**

Budget Implication:
There is no impact to the budget.

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

11.9 ***Cloud Services Agreement, Netsync Network Solutions, Inc. for Amazon S3 Platform*** ***ACTION ITEM***

Background Information:
The Board of Trustees approved the District's cloud backup and recovery solution at its July 20, 2023, Board meeting. This added backup layer builds resilience by having District backups stored both on site and in the cloud. The District network team uses Amazon Web Service (AWS) tools to store, organize, and restore file backups.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Netsync Network

Solutions, Inc. that will allow other agencies, including local districts, the purchase of Amazon S3 services for the District's Veeam backup system. The material and services will be purchased utilizing DGS CMAS contracts 3-20-70-3677C, through December 26, 2028, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:
The total cost is not to exceed $14,859 for the 2024-25 fiscal year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the use of Amazon S3 platform, while also including various services utilizing DGS's CMAS contract 3-20-70-3677C to Netsync Network Solutions, Inc., with orders being placed directly or with any authorized dealer, including extensions of the contract. **[EXHIBIT M]**

11.10 ***Agreement, University of California, Irvine, Teacher Residency Implementation Grant*** ***ACTION ITEM***

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.

Budget Implication:
The total amount of award for each IHE for the three-year term of the grant is $54,135 for UCI. (CTC Residency Grant Funds)

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

11.11 ***Quote, Cengage, High School Advanced Placement (AP) Chemistry Instructional Materials*** ***ACTION ITEM***

Background Information:
According to the College Board, students should have access to a college-level introductory textbook that has been published in the last 10 years to support the Advanced Placement (AP) courses. Our last adopted (AP) Chemistry textbook's copyright was 2014. Advanced Placement (AP) is a program of classes developed by the College Board to give high school students an introduction to college-level classes and also gain college credit before graduating high school.

Current Consideration:
District AP Chemistry teachers consulted the College Board AP Chemistry teacher community recommendations for new textbooks and ultimately recommended the newest edition of the textbook that they currently have, *Chemistry, 11th edition, AP edition* by Zumdahl, Zumdahl, and DeCoste. The cost for the AP Chemistry instructional materials includes student edition textbooks, a digital license, digital teacher support resources, and a test prep supplementary book. Professional learning is complimentary via onsite or virtual workshops, as well as individual training/support upon request.

Budget Implication:
The total cost for the eight-year digital license and all previously mentioned components is $126,418.91. (Instructional Materials Lottery Funds)

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

11.12 ***Contract, Independent Psychoeducational Assessment, Dr. Pedro Olvera*** ***ACTION ITEM***

Background Information:
The District employs school psychologists and other personnel who evaluate a student's needs for special education and related services. The District has both the right and obligation to assess special education students in all areas of suspected disabilities. Under the Individuals with Disabilities Education Act and California special education law, a parent of a special education student who disagrees with an evaluation conducted by a school district has a right to obtain an independent education evaluation at public expense. When a request for an evaluation is made, a District must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the District's evaluation was appropriate.

Current Consideration:
Following parent's request for an independent psychoeducational evaluation and consultation with parent and parent's representative, the District determined that it was in the best interest of the student and the District to provide an independent psychoeducational assessment and allow the individualized education program team to consider the information. The evaluation was previously approved as part of the settlement agreement in OAH Case No. 2024010497. Services will be provided by December 31, 2024.

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

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

11.13 ***Agreement, Spyder 3D, Gilbert High School*** ***ACTION ITEM***

Background Information:
Spyder 3D is a small company with a vision: to empower all students with the skills and opportunities needed for success. Their flagship initiative, SpyderLab, is a comprehensive engaging graphic media production and digital fabrication program designed to equip high school students with essential design, technical, and business skills, preparing them for a wide array of career paths. SpyderLab has demonstrated remarkable success in several California high schools. The program has seen graduates pursue further education in related fields, while others have secured employment with companies seeking the specific technical, creative, and business competencies fostered by the program. SpyderLab benefits a diverse student body, including both college-bound high-achievers, and "at promise" students who may struggle academically. The program offers students a chance to explore their creativity, gain certification in technical skills, and thrive in a collaborative, business-oriented environment.

Current Consideration:
SpyderLab will offer Gilbert High School a fully-fledged educational program. The program includes an immersive, hands-on curriculum that spans business, engineering, science, and the arts. This curriculum will teach students digital design and technical production skills, while also fostering essential soft skills through teamwork and the operation of an on-campus business. Students will engage in real-world projects, producing team and club t-shirts, award plaques, banners, as well as posters, thereby gaining valuable practical experience. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost for these services is not to exceed $204,956.25. (Equity Multiplier State Funds)

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

HUMAN RESOURCES

11.14 ***Salary Increase for Executive Director, Greater Anaheim Special Special Education Local Plan Area (GASELPA)*** ***ACTION ITEM***

Background Information:
The executive director of GASELPA is a non-bargaining employee of the District. Salaries for unrepresented and contract employees may be reviewed and adjusted, per the employment agreement. The AUHSD Board of Trustees must approve changes to the salaries for unrepresented and contract employees even when District funds are not used and salaries are paid using pass-through funds.

Current Consideration:
Due to the salary increase reached with the bargaining and non-bargaining employee associations of the District, the salary increase for the executive director of GASELPA shall increase by 4.5 percent using pass-through funds. This increase was approved by the GASELPA Board of Trustees on April 17, 2024.

Budget Implication:
There will be no direct impact to the District's budget. The executive director of GASELPA salary will be increased for a total annual salary of $252,181, effective July 1, 2023. This additional expense will be paid using GASELPA funds.

Staff Recommendation:
It is recommended that the Board of Trustees approve the salary increase.

12. **CONSENT CALENDAR** ***ACTION ITEM***

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

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

BUSINESS SERVICES

12.1 ***Agreement, Public Economics, Inc.***

Background Information:
The highly technical and complex process of updating and reporting of Redevelopment Agency (RDA) pass through entitlements is a specialized service that Public Economics, Inc. has been providing to the District for many years. The District benefits from economies of scale by contracting with Public Economics, Inc. as the cost for these services are shared by multiple districts that have jurisdiction within the same redevelopment areas. The firm also has been performing additional complex RDA analysis beyond customary tasks.

Current Consideration:
The District has an interest in continuing services with Public Economics, Inc., but the current agreement is set to expire on June 30, 2024. A new agreement with Public Economics, Inc. will be required in order for services to continue.

Budget Implication:
Services will be provided at a cost not to exceed $60,000, starting July 1, 2024, through June 30, 2027. (Redevelopment Agency Funds and/or other funds as appropriate)

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

12.2 ***Amendment No. 1, Lease-Leaseback Agreement, Scorpio Enterprises dba Aire-Masters Air Conditioning, District Office HVAC Replacements–RFP #2023-08***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the District Office HVAC Replacements (Project). Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to the school district for the purpose of constructing buildings and improvements

thereon, for District use during the term of the lease, as well as 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 Project. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Scorpio Enterprises dba Aire-Masters Air Conditioning (Aire-Masters) as the LLB contractor for the Project. On December 12, 2023, the Board of Trustees ratified the LLB agreement with Aire-Masters.

Construction is currently underway for the work initially approved by the Board of Trustees. Additional scope of work has been developed, specifically for the installation of new HVAC equipment at the District Food Center. Aire-Masters bid the subcontractor packages to various companies for the additional scope of work, and has identified the subcontractors they plan to use on the Project. Staff has negotiated the LLB agreement amendment, 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 of Trustees. The LLB agreement shall be amended to include the additional scope of work under Amendment No. 1.

Budget Implication:
The current GMP, associated contingencies and allowances for the originally bid work is $5,859,752. The LLB agreement's GMP will be amended by a combined amount of $520,565 to incorporate the additional scope of work as described above under Amendment No. 1. The total Project costs for the amended GMP including District contingencies and allowances will not exceed $6,380,317. (ESSER Funds and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees ratify Amendment No. 1 to the LLB agreement with Aire-Masters. **[EXHIBIT S]**

12.3 ***Amendment, Agreement, Chambers Group, Inc.***

Background Information:
Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., the District is required to evaluate a public works project to determine whether it might have a significant or adverse effect on the environment. On June 16, 2022, the Board of Trustees approved the agreement with Chambers Group, Inc. (Chambers) as a consultant to provide services pursuant to CEQA. Chambers prepares and processes necessary CEQA documentation associated with the District's projects.

Current Consideration:
The District desires to continue using the services provided by Chambers. An amendment to the agreement is necessary to increase the authorized amount to proceed with new projects that are under development.

Budget Implication:
The agreement will be increased by $75,000, for a total not to exceed $325,000, through June 30, 2027. (Facilities Funds, Maintenance Funds, ESSER Funds, and/or other funds as appropriate)

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

12.4 ***Amendment, Agreement, Vital Inspection Services, Inc.***

Background Information:
Vital Inspection Services, Inc. (VIS) has been providing Division of the State Architect (DSA) inspector of record, and related services for the District. These services are necessary for public works construction, and other renovation projects. The Board of Trustees approved an agreement with VIS on December 12, 2023.

Current Consideration:
The District desires to amend the agreement with VIS to conduct all work required for DSA inspection services for ongoing projects and other work associated with the Maintenance and Facilities departments.

Budget Implication:
The agreement will be increased by $500,000, for a total cost not to exceed $1,000,000, through December 13, 2028. The agreement amendment will be based on 1) VIS' service fee schedule; and 2) the terms and conditions of the original agreement. (Maintenance Funds, Facilities Funds, ESSER, and/or other funds as appropriate)

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

12.5 ***Amendment, Agreement, Twining Consulting***

Background Information:
Twining Consulting (Twining) has been providing geotechnical soils inspections and material testing services for the District's public works, renovation and the Division of the State Architect projects. The Board of Trustees approved an agreement with Twining on November 16, 2023.

Current Consideration:
The District has an interest in continuing to utilize the services provided by Twining as required for the ongoing projects, and other upcoming construction work associated with the Maintenance and Facilities departments. Twining is serving as the laboratory of record on many District projects. The original authorized amount is not sufficient to continue services on the projects that are already underway. An amendment to the agreement is necessary to increase the services with Twining.

Budget Implication:
The agreement will be increased by $1,000,000, for a total cost not to exceed $1,500,000 through November 17, 2028. (Facilities Funds, Maintenance Funds, ESSER Funds, and/or various funds as appropriate)

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

12.6 ***Amendment, Agreement, Orbach Huff & Henderson, LLP***

Background Information:
Orbach Huff & Henderson, LLP, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Orbach Huff & Henderson, LLP, specialize in legal issues related to school districts and are experts in many facilities matters.

Current Consideration:
The District desires to continue the agreement with Orbach Huff & Henderson, LLP, for legal consultation and services related to land use, environmental, energy, real estate, and facilities matters. The amendment will be signed after Board approval.

Budget Implication:
The agreement will be increased by $20,000, for a total cost not to exceed $95,000. Services will be provided based on an hourly rate through June 30, 2025. (Developer Fee Funds, Facilities Funds, and/or other funds as appropriate)

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

12.7 ***Amendment, Agreement, Environmental Network Corporation***

Background Information:
The District requires EPA/AHERA inspections and reports, and hazardous material abatement consulting and inspection services at all District sites. Over the past years, Environmental Network Corporation (ENCORP) has been providing the District with these services, mainly for the District's Maintenance and Facilities renovation projects, and for the updating of associated historical data.

Current Consideration:
The District has an interest in continuing to utilize the services provided by ENCORP. ENCORP's current agreement is set to expire on June 30, 2024. Staff wishes to amend the agreement with ENCORP to extend services through June 30, 2025. ENCORP provides quality service and value through their expertise, as well as experience working with the District.

Budget Implication:
The agreement will be increased by $200,000, for a total not to exceed $1,200,000. (Maintenance Funds, Routine Restricted Maintenance Funds, Facilities Funds, ESSER, and/or other funds as appropriate)

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

12.8 ***Amendment, Agreement, Cumming Construction Management, Inc.***

Background Information:
Cumming Construction Management, Inc. (Cumming) has been providing Program and Project Management (PPM) services to assist the District with the management of its capital improvement program (Program) including energy projects. Cumming also assists the District with the scheduling and budgeting of the Program, project updates to the Board of

Trustees, and reporting to the Citizens' Bond Oversight Committee. The firm has gained extensive knowledge of the District's sites, and its project management protocols, through its involvement with most of its larger construction projects.

Current Consideration:
With the current agreement set to expire on June 30, 2024, the District desires to amend Cumming's agreement to conduct all work required for PPM services for an additional year through June 30, 2025.

Budget Implication:
The agreement will be increased by $2,000,000, for a total cost not to exceed $9,200,000, through June 30, 2025. The agreement amendment will be based on 1) Cumming's original service fee schedule; and 2) the terms and conditions of the original agreement. (Facilities and Maintenance Funds, ESSER, and/or other funds as appropriate)

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

12.9 ***Award of Bids***

The Board of Trustees is requested to award the following bids.

Bid#	Service	Award	Amount
2024-11	Oxford Academy Track Renovations (Maintenance Funds and/or other funds as appropriate)	Professional Turf Specialties	$196,163
2024-28	Western High School Classroom Painting (Maintenance Funds and/or other funds as appropriate)	GDL Best Contractors, Inc.	$114,000

12.10 ***Amendment, Agreement, Raptor Technologies, LLC***

Background Information:
A five-year contract with Raptor Technologies, LLC (Raptor) was approved at the August 15, 2019, Board of Trustees' meeting, for use at all school sites and the District Office. Raptor is a web-based software application that was developed with the purpose of assisting educational facilities in tracking visitors and volunteers. The Raptor system scans a person's identification information and runs it through a sex offender database. An alert is sent to administrators if a match is found; otherwise, if no match is found, will print a visitor badge.

Current Consideration:
The current five-year contract expires on June 30, 2024, requiring the services to go through the formal bid process. An extension of services with Raptor, through August 31, 2024, is being requested as the bid process is conducted.

Budget Implication:
The cost of services through August 31, 2024, is expected to be $2,425, for all school sites and the District Office. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment with Raptor Technologies, LLC, allowing continued use of the visitor management system at all school sites and the District Office.

12.11 ***Voluntary Participation Student Accident and Sickness Insurance Program, Myers-Stevens & Toohey Co., Inc.***

Background Information:
Education Code Section 49470 allows school districts to offer voluntary accident and sickness insurance for parents or guardians to purchase for their student(s). Through the partnership with Myers-Stevens & Toomey Co., Inc. (Myers-Stevens), the District has been making the Voluntary Participation Student Accident and Sickness Insurance Program (Insurance Program) available to its students, including international students enrolled in or visiting the District for years.

A 2019 American Journal of Public Health study found that 66.5 percent of bankruptcies in the U.S. were due to medical illness. A Myers-Stevens plan is available for the uninsured, as well as those with insurance, to supplement existing insurance plans for out-of-pocket expenses.

Current Consideration:
The District would like to continue to make the Insurance Program available to parents and guardians to purchase for their student(s). The 2024-25 programs and rates remain the same as those of the 2023-24 year, which are as follows:

Plan	Low Option	Mid Option	High Option
Voluntary Participation Student Accident and Sickness Insurance Program			
Full-Time Health Care			
Initial Payment/Subsequent Payments	$208/$338		
School-Time Accident Plan	$39	$63	$77
Interscholastic Tackle Football Accident Plan	$180	$235	$338
Full-Time Dental Plan			
(with the purchase of another plan)	$12	$12	$16
(purchased separately)	$16	$16	$16

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees approve this item.

12.12 ***Southern California Regional Liability Excess Fund***

Background Information:
Southern California Regional Liability Excess Fund (ReLIEF) is a Joint Power Authority (JPA), created by Keenan & Associates, to provide broad liability and property coverage, as well as risk management services to educational agencies in California. The District became a member of ReLIEF when it retained Keenan as its broker to place the District's liability and property programs in 1996.

Current Consideration:
The 2024-25 ReLIEF general liability insurance program provides coverage limits up to $50,000,000, with a $50,000 member retention limit. The ReLIEF property program provides coverage limits up to $500,250,000, with a member retention limit of $25,000.

The Board is requested to approve the premium renewal for the liability and property insurance programs for fiscal year 2024-25.

Budget Implication:
The projected premium renewal is expected not to exceed $3,800,00. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the premium renewal for the liability and property insurance programs for fiscal year 2024-25.

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

Background Information:
Prior to 1996, the District was a fully self-insured entity for its workers' compensation program, with claims administered through a third party administrator. In 1996, the District entered into an agreement with Keenan & Associates (Keenan) as its third party administrator to adjust worker's compensation claims, from dollar one of an injury. There are legacy claims, prior to 1996, that remain open, active, and require administration through Keenan.

Current Consideration:
As current workers' compensation claims are administered through Keenan, the District would like to continue using Keenan to administer the legacy claims for the 2023-24 fiscal year. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost is not to exceed $6,000. (Workers' Compensation Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment.

12.14 ***Protected Insurance Program for Schools (PIPS)***

Background Information:
Protected Insurance Program for Schools (PIPS) is a Joint Power Authority (JPA), created by Keenan & Associates (Keenan), to provide workers' compensation reinsurance protection to member educational agencies in California. The District became a member of PIPS when it retained Keenan, as its broker to place the District's workers' compensation program in 1996. The PIPS workers' compensation program provides coverage limits up to $155,000,000.

Current Consideration:
The Board of Trustees is requested to approve the premium renewal with PIPS to maintain workers' compensation coverage with limits of $155,000,000, for fiscal year 2024-25.

Budget Implication:
The projected premium renewal is anticipated to be $6,525,472. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the Protected Insurance Program for Schools.

12.15 ***Membership, California Association of School Business Officials (CASBO)***

Background Information:
CASBO is a recognized authority on California school business. CASBO is a member-driven association that promotes ethical values; develops exceptional leaders; advocates for and supports the needs of members; as well as sets the standard for excellence through top-quality professional development and mentorship, meaningful collaboration and communication, as well as unparalleled innovation.

Current Consideration:
The District would like to continue the CASBO organizational membership. Benefits include the ability for Business Services and Human Resources leadership to participate on local and statewide CASBO committees, professional councils, access a myriad of job specific resources, and receive discounted rates for professional development opportunities.

Budget Implication:
The cost of the organizational membership for the 2024-25 year is $5,250. 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 CASBO organizational membership.

12.16 ***Agreement Addendum, North Orange County Regional Occupational Program (NOCROP), Career Counseling Services***

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

Current Consideration:
The District will provide career guidance specialists to NOCROP to provide guidance functions, as determined by the District. NOCROP will provide a statement of performance objectives for each career guidance specialist to the District and to each high school principal. This agreement addendum provides a calculated amount for the 2024-25 year. Services will be provided July 1, 2024, through June 30, 2025. The agreement will be signed following Board approval.

Budget Implication:
NOCROP will provide the District with $319,750 for the services of the Career Guidance Specialists for the 2024-25 year, $1,250 per contracted ROP sections in the District for Career Guidance Specialist services. (General Fund)

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

12.17 ***Agreement, Orange County Department of Education (OCDE), Workflow Electronic Form Tracking System***

Background Information:
The District has a long-standing agreement with the Orange County Department of Education (OCDE) for imaging services since 2006. The imaging services provide web based imaging, scanning, workflow, document archival, retrieval, as well as storage services for various sites and departments (Human Resources, Business Services, Educational Services, Special Youth Services, Payroll, etc).

Current Consideration:
This agreement renews our current agreement for imaging, scanning, workflow, document archival, retrieval, and storage services with OCDE. The agreement will be effective July 1, 2024, through June 30, 2025.

Budget Implication:
The base amount for the system is $6,900 per year, based on the District's ADA. Any additional implementation services requested will be billed to the District at the rate of $125 per hour. (General Fund)

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

12.18 ***Amendment #3, Agreement, Human Resources Application, Implementation, and Software Support Service***

Background Information:
The District has an agreement with the Orange County Superintendent of Schools to provide annual software support services for the Human Resources Application software.

Current Consideration:
The agreement amendment provides for professional services to the District for the implementation of the Human Resources Application, including ongoing training services for present and future employees, future software enhancements, as well as support services for the 2024-25 fiscal year at an increase of $6,975, all other terms will remain unchanged.

Budget Implication:
Services will be provided at a cost not to exceed $93,600, for the period of July 1, 2024, through June 30, 2025. (General Fund)

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

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

Background Information:
The District currently has an agreement with the Orange County Superintendent of Schools to provide annual software support services for the Business-Plus System Support software. The Business-Plus System Support covers basic financial/budget, school site finance, stores inventory, and a fixed asset system.

Current Consideration:
The agreement amendment allows for an annual evaluation of support service charges for possible upward or downward adjustments based on the Orange County Superintendent of Schools' actual costs to support Business-Plus System Support software for the 2024-25 fiscal year at an increase of $9,500, all other terms will remain unchanged.

Budget Implication:
Services will be provided at a cost not to exceed $128,300, for the period of July 1, 2024, through June 30, 2025. (General Fund)

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

12.20 ***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 will be in effect July 1, 2024, through June 30, 2025.

12.20.1 Camp Oasis at Grace Christian School **[EXHIBIT DD]**
12.20.2 City of Cypress Park and Recreation **[EXHIBIT EE]**
12.20.3 OUI-Connect **[EXHIBIT FF]**
12.20.4 The Rock Church **[EXHIBIT GG]**

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 approve the agreements.

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

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

Current Consideration:
The five-year agreement, effective July 1, 2024, through June 30, 2029, with Health-e Meal Planner Pro provides Food Services with a software package that ensures menus and recipes are in compliance with USDA regulations.

Budget Implication:
The total cost is not to exceed $6,995 annually. (Cafeteria Funds)

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

12.22 ***Award of Bid, Food Services***

Background Information:
There are food service related items that the District anticipates it will need during the school year; such items include milk and dairy products. The Board of Trustees is requested to award a bid for the purchase of various food service related items.

Current Consideration:
The bid allowed for discounted pricing and fulfilled federal, state, and local bidding requirements. The amount shown below is the best annual estimate and the actual amount expended could be higher or lower based on student meal participation. The following bid was from the lowest, most responsible, and responsive bidder.

Bid #	Service	Award	Amount
2024-15	Milk and Dairy Products	Driftwood Dairy	$1,500,000

Budget Implication:
The total anticipated annual expenditure is listed above, but the actual amount may be more or less based on usage and market conditions. (Cafeteria Funds)

Staff Recommendation:
It is recommended that the Board of Trustees award the above bid, pursuant to Public Contract Code 20111, for the purchase of various milk and dairy items from the listed supplier for up to three years, renewable annually by the District's director of Purchasing and Central Services.

12.23 ***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 II]**

12.24 ***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 JJ]

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports April 24, 2024, through June 2, 2024. **[EXHIBITS KK and LL]**

12.26 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report April 24, 2024, through June 2, 2024. **[EXHIBIT MM]**

12.27 **SUPPLEMENTAL INFORMATION**

12.27.1 ASB Fund, April 2024 **[EXHIBIT NN]**

12.27.2 Cafeteria Fund, March 2024 **[EXHIBIT OO]**

12.27.3 Enrollment, Month 10 **[EXHIBIT PP]**

EDUCATIONAL SERVICES

12.28 ***Administrative Regulation 8900-R, Nondiscrimination/Harassment***

Background Information:
The District is continuing the process of reviewing Board policies, administrative regulations, and bylaws to ensure conformity with the recommendations of the California School Boards Association (CSBA) through the Gamut Online System. Gamut is an online policy information service that incorporates the complete CSBA Policy Update Reference Manual, which contains more than 650 sample policies, regulations, exhibits, and is updated continually. The policy was first adopted by the District on November 5, 2015.

Current Consideration:
Board Policy 8900-R, Nondiscrimination/Harassment was last revised in March 7, 2024. Based on feedback from legal counsel and our state Federal Program Monitor, the Nondiscrimination/Harassment Policy has been updated to reflect the coordinator/compliance officer(s) and contact information. The accompanying Administrative Regulation has been provided as an information item only.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised administrative regulation 8900-R, Nondiscrimination/Harassment. **[EXHIBIT QQ]**

12.29 ***Revised Policy, Administration Regulation 8200-R (AR 6164.6), Identification and Education Under 504***

Background Information:
The current version of Board Policy 8200 (6164.6) and Administrative Regulation (AR) 8200-R (6164.6), Identification and Education Under Section 504, were adopted on July 11, 2019. The policy and regulation set forth the District's commitment to provide qualified students with disabilities with a free appropriate public education, as defined under Section 504 of the federal Rehabilitation Act of 1973, together with the policies and procedures to do so.

Current Consideration:
The current version of 8200-R identifies the District's 504 Coordinator as the Director, Innovative Programs and Instructional Systems. Following a title change to the position, this technical revision to 8200-R updates the policy to reflect the 504 Coordinator to Director of School Mental Health and Wellness, in addition to contact information. The accompanying Administrative Regulation has been provided as an information item only.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised Administrative Regulation 8200-R (AR 6164.6), Identification and Education Under Section 504. **[EXHIBIT RR]**

12.30 ***Administrative Regulation 8701.1-R, Anti-Bullying***

Background Information:
Anti-Bullying Policy 8701.01, is the result of state legislation that requires school districts to develop and adopt anti-bullying Board policies and procedures to prevent and address bullying in schools. The policy was first adopted by the District on August 16, 2012. It was revised September 14, 2023.

Current Consideration:
Board Policy 8701.1-R, Anti-Bullying was last revised in September 14, 2023. Based on feedback from legal counsel and our state Federal Program Monitor, the Anti-Bullying Policy has been updated to reflect the coordinator/compliance officer(s) and contact information. The accompanying Administrative Regulation has been provided as an information item only.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised Administrative Regulation 8701.1-R, Anti-Bullying. **[EXHIBIT SS]**

12.31 ***Comprehensive School Safety Plans***

Background Information:
California Education Code Sections 32281 and 32286 require each school to adopt a comprehensive school safety plan, to be reviewed and updated annually by March 1. To ensure compliance with this mandate, District schools must submit their safety plans to the Director, Student Support Services for approval following adoption. The plans may then be submitted to the Board of Trustees for review and approval.

Current Consideration:
Stakeholders at District school sites developed and adopted their safety plans in compliance with Education Code requirements and submitted them for approval. The plans, recently distributed to the Board and on file in Student Support Services, update the Board on the status of safety practices and plans in place for the 2023-24 year related to the safety of students, staff, and the public.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees officially approve the submitted safety plans for all school sites.

12.32 ***Amendment, Agreement, Thee After Agency to Tramisha Pointdexter***

Background Information:
The 4th AUHSD Black History Month Celebration was held on February 23, 2024, at the AUHSD Performing Arts Center. This is a student-led celebration created by collaborative efforts of the Black Student Union clubs throughout the District and the Black Lives Matter Task Force. This year's celebration highlights were performances by Fly Poet Entertainment, the Magnolia Urban African Dancers, and Thee After Agency. Thee After Agency spoke on the strength and beauty of "Togetherness" regarding communities, with hopes to inspire the audience on the importance of uplifting one another and how perspectives impact confidence and how we show up for one another. The presentation consisted of prompts, visuals, and sound.

Current Consideration:
On March 7, 2024, the Board of Trustees approved the agreement with Thee After Agency to be the guest speaker at the 4th AUHSD Black History Month Celebration. An amendment is necessary in order to change the name of the contractor from Thee After Agency to Tramisha Poindexter. All other terms and conditions will remain intact.

Budget Implication:
The total cost for these services is not to exceed $500. (LCFF and/or Innovation Funds)

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

12.33 ***Addendum, Agreement, Orange County Department of Education, Inside the Outdoors***

Background Information:
The Orange County Department of Education (OCDE) offers a variety of programs through their Inside the Outdoors Department. The programs are a combination of in-classroom experiences, connecting students to the natural world through unforgettable hands-on experiences, as well as educational field trips.

Current Consideration:
The Board of Trustees approved the agreement with the Orange County Department of Education on October 12, 2023. An addendum is requested to add additional dates to the program for Loara High School. All other terms and conditions remain intact.

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the addendum with the Orange County Department of Education. **[EXHIBIT UU]**

12.34 ***Quote, Curriculum Associates, LLC, ELLevation***

Background Information:
ELLevation is the most comprehensive English Learner (EL)/Plurilingual program management platform that organizes all EL/Plurilingual student data, supports critical reclassification meetings, enables accurate reporting, and supports instructional planning for plurilingual students. ELLevation makes the process of understanding students' and their data easy. The customizable data dashboards and comprehensive student profiles easily track language proficiency on English Language Proficiency Assessments for California (ELPAC), analyze typologies such as Long-Term English Learners (LTELs), share insights Districtwide, as well as make informed decisions about goals and progress.

Current Consideration:
ELLevation Platform provides District administrators, school leaders, and classroom teachers with transparent data to support Plurilingual Students, as well as digital workflow tools to enhance program management. With ELLevation, the District will be able to oversee the entire program in a one-stop-shop, streamline progress monitoring, efficiently reclassify students, gather teacher feedback, centralize newcomer intake, target support for LTELs, generate Title III parent letters, track services and interventions, as well as collaborate on student English Language Development (ELD). Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
Services will be provided at a cost not to exceed $72,305.25. (Title III Funds)

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

12.35 ***Agreement, Advancement Via Individual Determination (AVID) Center***

Background Information:
The AVID College Readiness System supports a culture of rigor and success for students in approximately 6,000 schools throughout the Nation. Their mission is to close the achievement gap by preparing all students for college/career readiness and success in a global society.

Services provided by AVID Center include: training for AVID site teams, AVID elective teachers, and District AVID coordinator; coordination with the District to analyze AVID program data; AVID certification review/monitoring of programs; access to AVID resources at the password protected AVID website; as well as access to AVID College and Career Readiness System workshops and online offerings.

Current Consideration:
The yearly fee for Anaheim, Katella, Loara, Savanna, and Western high schools, Oxford Academy, as well as Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools, covers all AVID materials, AVID District Leadership Professional Learning, and AVID weekly resources. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost is not to exceed $58,308. (Title I and Title II Site Funds)

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

12.36 ***Agreement, AVID Excel, AVID College and Career Readiness System Services and Products***

Background Information:
AVID Excel is a research-based junior high school program designed to accelerate academic language acquisition while increasing the college and career readiness of designated English Learner (EL) students. The goal of AVID Excel is to interrupt students' path to Long-Term English Learner (LTEL) status, as well as put them on a pathway to college and career preparation by intervening in very direct ways. AVID Excel takes an assets-based approach in developing reading, writing, oral language, and academic vocabulary skills. It also builds study skills, self-determination, as well as leadership skills that underlie academic and social achievements. As an equity component, AVID Excel is designed to fulfill AVID's mission of preparing all students for college and career readiness and success in a global society.

Current Consideration:
AVID Excel has been successfully implemented at the following schools: Dale and Sycamore junior high schools. To continue to implement the program, the District must pay a benefit package fee, as well as AVID summer institute fees for training staff members from participating school sites. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost is not to exceed $2,198. (Title III Funds)

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

12.37 ***Agreement, CharacterStrong***

Background Information:
In May 2021, the District entered into an agreement with CharacterStrong. CharacterStrong is a character education and social-emotional learning (SEL) curriculum, as well as professional development company that creates positive habits through ideas-based practice. There are three components to their curriculum: Gym, Leadership, and Advisory.

Current Consideration:
The District would like to renew the agreement with CharacterStrong to continue providing gym activities and resources to foster relationships between students and/or staff. CharacterStrong Professional Development is designed to help staff build readiness to deliver (or continue to deliver) CharacterStrong curricula at all grade levels. Services will be provided August 7, 2024, through May 30, 2025.

Budget Implication:
The total cost for this service is not to exceed $13,980. (LCFF and/or Professional Development Funds)

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

12.38 ***Agreement, Illumination Institute***

Background Information:
Illumination Institute is a nonprofit organization that promotes self-awareness, stress management, and improved concentration through mindfulness techniques. The institute was founded to help make mindfulness practices accessible to everyone, with a long-term vision of improving people's happiness and overall well-being. The institute has developed open-sourced, simple, as well as practical mindfulness exercises designed to benefit people of all ages and backgrounds. The District has partnered with Illumination Institute since 2018.

Current Consideration:
Illumination Institute will provide professional learning and instructional resources for our educational partners such as teachers, administrators, parents, students, and staff throughout the District. The Illumination Institute professional learning sessions are unique to the specific educational partner and help build capacity around self-control, self-awareness, and respect, promoting self-esteem and self-confidence, as well as nurturing the socioemotional skills that are needed to be successful in a variety of settings. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost for these services is not to exceed $36,000. (LCFF Funds)

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

12.39 ***Agreement, Second Harvest Food Bank, Kids Cafe Program***

Background Information:
The mission of the School Pantry Program is to help alleviate child hunger in America through the provision of food to children and their families at school. School Pantries are located on the grounds of the school and are intended to provide a more readily accessible source of food assistance to low-income students and their families. Since 2015, the District has partnered with Second Harvest Food Bank to provide a Mobile School Pantry Program to schools. In 2022, with the support of our Board, the Second Harvest Food Bank helped open permanent School Pantries at Anaheim High School and Gilbert High School.

Current Consideration:
The District would like to enhance the partnership with Second Harvest Food Bank by adding The Kids Cafe summer meals program at Sycamore Junior High School. The Kids Cafe Summer meals provides free and nutritious lunch, as well as snacks to children at-risk of hunger during the summer months when school is not in session. Second Harvest Food Bank will accept all financial obligations related to the Kids Cafe summer meals. Services are being provided June 3, 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 AAA]**

12.40 ***Agreement, Vickie Sundgren***

Background Information:
The District's Summer Arts Academy was initiated in 2019, and serves students from every District campus. This summer program offers work in acting, singing, dancing, instrumental music, and technical design. Student's work throughout the month of June to put on a full-scale musical for the community. Vickie Sundgren is a professional hair and makeup effects artist in Orange County. 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 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.

Current Consideration:
Vickie Sundgren will be providing several special effects and make-up services for our 2024 Summer Arts Academy. She is attending rehearsals and performances to ensure students have the quantity and quality of make-up necessary to give the show the most realistic look possible. She is responsible for purchasing the materials needed, including specialized wigs for the actors, as well as the training necessary to handle the materials appropriately. All services and supplies are included in this agreement. Services are being provided May 29, 2024, through June 29, 2024.

Budget Implication:
The cost of services is not to exceed $2,000. (Title IV Funds)

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

12.41 ***Agreement, Fullerton College, Learning-Aligned Employment Program***

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

Current Consideration:
The District would like to enter into an LAEP agreement in order to employ students from Fullerton College. The term of the agreement is July 1, 2024, through June 30, 2025. This agreement will be signed following Board approval.

Budget Implication:
There is no impact to the budget. Wages paid to employees under this agreement will be reimbursed by Fullerton College.

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

12.42 ***Agreement, University of Irvine (UCI) School of Law***

Background Information:
In 2016, the Board approved a memorandum of understanding (MOU) with the University of California, Irvine (UCI) School of Law. The UCI School of Law partnered with Anaheim High School and the District to enroll 50 students in the Saturday Academy of Law (SAL) held at the UCI School of Law for six consecutive Saturdays. A District teacher, hired by UCI to team-teach the curriculum, is assisted by UCI Law students. Interspersed with the academic content are guest speakers, including Superior Court judges, law firm attorneys, government and public interest advocates, as well as law enforcement professionals. The UCI School of Law has continued to offer the program each school year since 2016.

Current Consideration:
The District would like to ratify an agreement for the 2023-24 year to continue to offer the SAL program. The UCI School of Law will once again partner with the District to enroll 50 ninth grade students in its program during both the Fall and Spring semesters, and the program will be offered in-person at the UCI School of Law. The program will invite students from Anaheim, Cypress, Savanna, and Western high schools to participate in the program. The SAL will consist of six Saturday morning classes, with transportation provided from both Anaheim and Western high schools. Students will submit an application in accordance with the program requirements. Services are being provided July 1, 2023, through June 30, 2024.

Budget Implication:
The total cost is not to exceed $45,000. (LCFF Funds)

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

12.43 ***Amendment, Agreement, Roadtrip Nation Cooperation***

Background Information:
Roadtrip Nation (RTN) is an educational media production company based in Costa Mesa that produces the documentary series Roadtrip Nation. In addition, they have developed a career exploration portal utilizing their archive of interview footage of professionals from a variety of careers. This portal helps users connect their skills and interests to potential careers, and provides interviews, as well as "day in the life" videos to help learners understand the skills needed in various careers. RTN has also produced student project interview videos that reside on the landing page focused on leaders in specific career pathways and industries connected to the District's CTE pathways. Finally, RTN has also posted student interviews of local career professionals created by the AUHSD Student Film Academy.

Current Consideration:
The District and RTN would like to amend the original agreement, extending the term for an additional two years. The new term of the agreement is June 7, 2021, through August 31, 2026.

Budget Implication:
The cost to extend the agreement for two years will be $30,000. (LCFF Funds)

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

12.44 ***Agreements, Affiliation with AIME Business Partners***

Background Information:
Anaheim's Innovative Mentoring Experience (AIME) is a District program, which provides mentoring and internships to District students from a variety of business, corporate, and community partners. District students benefit from these experiences, which help them prepare for the demands of college and career in an authentic environment.

Current Consideration:
The District would like to enter into an agreement for affiliation with AIME business partners participating in the AIME internship program. The agreements describe the roles, as well as responsibilities of the business partner and the District in implementing the internship program. Services are being provided June 1, 2024, through May 31, 2027.

12.44.1 Orange County Health Care Agency **[EXHIBIT FFF]**
12.44.2 Orange County United Way **[EXHIBIT GGG]**
12.44.3 Therapeutic Riding Center of Huntington Beach **[EXHIBIT HHH]**

Budget Implication:
There is no impact to the budget.

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

12.45 ***Amendment, Agreement, CaliforniansForAll Youth Workforce Development Grant***

Background Information:
Authorized through the Federal Serve America Act (2009) and Executive Order S-24-06, California Volunteers is the State Service Commission for California, and is responsible for administering the CaliforniansForAll Youth Jobs Corps Program, which is a partnership between the State of California and local governments to help underserved youth find employment. The City of Anaheim submitted an application and received funds from the CaliforniansForAll Youth Workforce Development Grant. The District joined in an agreement with the City of Anaheim in June 2023, to receive funds for staff supervision of students employed under the grant, as well as supplies for student projects.

Current Consideration:
The City of Anaheim and the District would like to amend the original agreement to extend the term of the agreement and increase the amount of funding to be received by the District. The term of this agreement will now be June 1, 2023, through September 30, 2024, and the funding will be increased from $35,000 to $145,000. The agreement will be signed following Board approval.

Budget Implication:
The District will receive up to $145,000 in funding from this grant agreement.

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

12.46 ***Order Form, GoGuardian***

Background Information:
The District originally purchased the GoGuardian licensing 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. GoGuardian, provides teachers an interactive presentation tool to actively engage students in individual and social learning. The tool meets communication, collaboration, creativity, and critical thinking aspects of our 5Cs.

Current Consideration:
During the 2023-24 year, the District reviewed application use through application analytics and staff feedback. Information was gathered from 404 employees, including 385 teachers to identify which applications to renew. GoGuardian serves as the classroom management system for teachers. Licensing is provided for all staff and students. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost for this service is not to exceed $91,632. (LCFF Funds)

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

12.47 ***Order Form, Nearpod, Inc.***

Background Information:
The District originally purchased Nearpod licensing 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. Nearpod, provides teachers the ability to create lessons, videos and activities with formative assessment features. The platform also provides thousands of lessons, videos, and activities in their libraries. The tool meets communication, collaboration, creativity, and critical thinking aspects of our 5Cs.

Current Consideration:
During the 2023-24 year, the District reviewed application use through application analytics and staff feedback. Information was gathered from 404 employees, including 385 teachers to identify which applications to renew. Nearpod serves as the interactive presentation system for teachers and for students. Licensing is provided for all staff and students. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost for this service is not to exceed $131,510. (LCFF Funds)

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

12.48 ***Quote, WeVideo***

Background Information:
The District originally purchased WeVideo licensing 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. WeVideo,

provides teachers and students a fully functioning, video editor that works on all our devices, including Chromebooks. The platform also provides a 5GB per user or 45TB of pooled storage for our account. The tool meets the communication and creativity aspects of our 5Cs.

Current Consideration:
During the 2023-24 year, the District reviewed application use through application analytics and staff feedback. Information was gathered from 404 employees, including 385 teachers to identify which applications to renew. WeVideo licensing is provided for 5,000 total users. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost for this service is not to exceed $16,271.49. (General Fund)

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

12.49 ***Contract, Interactive Educational Services, Inc., Cyberschool***

Background Information:
The District has used Interactive Educational Services' (IES) Cyberschool content management system for several years for school web sites. Last year, the District web site was incorporated into website portfolio. There was also a project to update the appearance of all sites to provide a consistent, streamlined interface.

Current Consideration:
The District's use of Cyberschool enables staff to efficiently keep more than 7,000 web pages updated across all our school sites. Departments are set up to organize content by function. Our webmaster has provided school identified school and District staff access to update content. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost for this service is not to exceed $16,100. (General Fund)

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

12.50 ***Internet Access Agreement, Orange County Department of Education (OCDE)***

Background Information:
The District currently participates in a consortium, via Letter of Agency (LOA), which allows the Corporation for Education Network Initiatives in California (CENIC) to act as the District's internet service provider (ISP), at no cost to the District. CENIC operates the statewide California Research and Education Network (CalREN) network that links schools, district offices, county offices of education, as well as colleges and universities together. The California K-12 high speed network facilitates the participation of nearly 9,000 K-12 entities in CalREN and receives state funding, as well as E-rate and California Teleconnect Fund monies, to support the network. OCDE also provides network services as a conduit from the District, through OCDE to CENIC. The original agreement was approved by the Board of Trustees at the March 11, 2014, Board meeting.

Current Consideration:
Internet services will be provided by Orange County Superintendent of Schools to the District, up to 10 gigabits per second (gbps), at no cost in the event CENIC is not funded. The contingency services cover July 1, 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 NNN]**

12.51 ***Agreement, Network Support and Cybersecurity Services, Orange County Superintendent of Schools (OCDE)***

Background Information:
OCDE provides a variety of services to the District, including cybersecurity services, data circuit network management, router maintenance, data circuit charges, email archiving storage, and email archiving management. Services are related to OCDE's role as the District's internet service provider (ISP) and email retention storage provider.

Current Consideration:
Intranet and cybersecurity services will be provided through the Orange County Superintendent of Schools. Network services consist of OCDE support for payroll, financial, human resources, imaging, cloud storage, as well as time and attendance. Cybersecurity services consist of security awareness training, security assessments, security program road mapping, security program document development, vulnerability assessments, and security testing. The District receives a 20gbps data connection from OCDE for internet services. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total cost for these services is not to exceed $13,400. (General Fund)

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

12.52 ***Nonpublic, Nonsectarian School/Agency Services Master Contract***

Background Information:
The District provides federally mandated services to students through the Individualized Education Program (IEP) process. The District has a wide continuum of educational placements within the District. At times, a student's needs are such that the District cannot meet the student's needs with existing District programs. Although the District strives to curtail placements outside of the District, at times, the District places students in certified non-public schools (NPS) or certified residential treatment centers (RTC), and/or obtain services from a certified non-public agencies (NPA). The Individuals with Disabilities Education Act (IDEA) creates a full continuum of placement options that include such restrictive placements. Annually, the Orange County Department of Education negotiates rate structures with NPA and NPS that are located both inside and outside of California. The master contract outlines the legal responsibilities of each party. Only one master contract is necessary for each NPA or NPS. The District enters an individual services agreement with the NPA, NPS, or RTC that identifies the placement and services that a student will receive.

Current Consideration:
It is requested that the Master Contract be approved to be used for any student requiring NPA, NPS, or RTC. Services will be provided July 1, 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 master contract.
[EXHIBIT PPP]

12.53 ***Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), Tustin Unified School District***

Background Information:
The District operates several unique special education programs that are not available in some local school districts. School districts may enter agreements to provide services to special education students that are living in other districts. At times, the District admits special education students from other school districts into some of the District's unique special education programs.

Current Consideration:
Tustin Unified School District (TUSD) has requested to enter into a MOU with the District permitting students from TUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from TUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 1, 2023, through June 30, 2024.

Budget Implication:
TUSD will fund these services per billing agreement between TUSD and AUHSD/Greater Anaheim SELPA.

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

12.54 ***Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), Placentia-Yorba Linda Unified School District***

Background Information:
The District operates several unique special education programs that are not available in some local school districts. School districts may enter agreements to provide services to special education students that are living in other districts. At times, the District admits special education students from other school districts into some of the District's unique special education programs.

Current Consideration:
Placentia-Yorba Linda Unified School District (PLYUSD) has requested to enter into a MOU with the District permitting students from PLYUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from PLYUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 1, 2023, through June 30, 2024.

Budget Implication:
PLYUSD will fund these services per billing agreement between PLYUSD and AUHSD/Greater Anaheim SELPA.

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

12.55 ***Amendment, Agreement, QBS Midco, LLC***

Background Information:
On April 13, 2023, the Board of Trustees ratified an agreement with QBS Midco, LLC to provide evidence-based de-escalation and crisis prevention training on the skills needed to safely de-escalate crisis situations, April 1, 2023, through June 30, 2025.

Current Consideration:
An amendment is being requested to accommodate, and compensate, costs associated with necessary additional training, and to increase the original purchase order amount from $41,000 to $68,000.

Budget Implication:
The amendment will increase the contracted amount by $27,000. The original amount was at a cost not to exceed $41,000, the new amended amount is at a cost not to exceed $68,000. (General Fund)

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

12.56 ***Transportation Agreements***

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

12.56.1 ***OCDE Connections at University High School, DHH Program***

Current Consideration:
The Board of Trustees is requested to ratify the 2023-24 regular school year transportation agreement to reimburse the parent of a special education student attending OCDE Connections at University High School DHH Program, located at 4771 Campus Dr, Irvine, CA 92612, for providing round trip daily transportation, for up to 158 days. Services are being provided August 24, 2023, through June 7, 2024.

Budget Implication:
The total expected cost is $12,000. (Special Education Funds)

12.56.2 ***OCDE Connections at Venado Middle School, DHH Program***

Current Consideration:
The Board of Trustees is requested to ratify the transportation agreement to reimburse the parent of a special education student attending school at OCDE Connections at Venado Middle School DHH Program, located at 4 Deerfield Avenue, Irvine, CA 92604, for providing round trip daily transportation, August 24, 2023, through January 12, 2024. (Special Education Funds)

Budget Implication:
The total expected cost is $5,300. (Special Education Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the agreements.
[EXHIBITS TTT and UUU]

12.57 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected materials for English, IB science, and social studies 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.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the selected materials. **[EXHIBIT VVV]**

12.58 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in science, social science, as well as visual and performing arts courses. 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, June 14, 2024, through July 18, 2024.

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

12.59 ***Field Trip Report***

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

HUMAN RESOURCES

12.60 ***Agreement, Lozano Smith, LLP***

Background Information:
Lozano Smith, LLP provides legal services, which are not or cannot be provided by attorneys at the Orange County Department of Education, including consultation and representation in human resources, litigation, and other specialty matters.

Current Consideration:
The District would like to engage the services of the legal firm Lozano Smith, LLP to provide legal services, including human resources and litigation support. Services will be provided July 1, 2024, through June 30, 2025, on an as-needed basis.

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

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

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

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

Current Consideration:
The agreement provides services July 1, 2024, through June 30, 2025. The services are typically related to employee accommodations and return-to-work agreements.

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

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

12.62 ***Agreement, Atkinson, Andelson, Loya, Rudd & Romo, PC***

Background Information:
Atkinson, Andelson, Loya, Rudd & Romo, PC (AALRR) provides legal services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at AALRR specialize in employment law, education law, personnel, negotiations, as well as labor relations. The District has had an agreement in place with AALRR, since 2018.

Current Consideration:
This agreement is for legal services related to Human Resources. Services will be provided July 1, 2024, through June 30, 2025, on an as-needed basis. The agreement will be signed following Board approval.

Budget Implication:
The total cost is not to exceed $350,000. (General Fund)

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

12.63 ***Certificated Personnel Report***

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

12.64 ***Classified Personnel Report***

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

SUPERINTENDENT'S OFFICE

12.65 ***Agreement, Dannis Woliver Kelley***

Background Information:
Dannis Woliver Kelley (DWK) provides legal services, which are not or cannot be provided by attorneys at the Orange County Department of Education, including consultation and representation in business, charter schools, special education, litigation, and other specialty matters. The District has had an agreement in place with DWK since 2020.

Current Consideration:
Services will be provided July 1, 2024, through June 30, 2026, on an as-needed basis.

Budget Implication:
Services will be provided at a cost not to exceed $150,000 per year. (General Fund)

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

12.66 ***Membership, Orange County School Boards Association (OCSBA)***

Background Information:
OCSBA is a professional organization of local school boards and community college boards in Orange County established to serve each other's needs through consolidated action, exchange of information, and programs focusing on public education. OCSBA sponsors three dinner meetings per year, two of which are co-sponsored with the Association of California School Administrators (ACSA), Region VII, featuring relevant speakers from the educational, governmental, and business communities. Additionally, fiscal update meetings are scheduled during the budget cycle.

Current Consideration:
OCSBA membership provides the opportunity to belong to a forum for local school and community college board members to network, exchange information, and participate in educational opportunities focused on topics pertinent to public education.

Budget Implication:
The cost of the membership for the 2024-25 year is not to exceed $250. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the membership.

12.67 ***California School Boards Association (CSBA) Membership and GAMUT Online Policy Services***

Background Information:
CSBA is the nonprofit education association representing the elected officials who govern public school districts and county offices of education. A membership-driven organization, CSBA provides policy resources and training to members, as well as represents the statewide interests of public education through legal, political legislative, community, and media advocacy.

Current Consideration:
CSBA membership benefits include policy analysis and services, leadership development, as well as education advocacy. The GAMUT online service provides access to and use of model policies that comply with all state and federal legal requirements. The model policies are continually updated as new laws or mandates are implemented. Services are being provided July 1, 2024, through June 30, 2025.

Budget Implication:
The cost of membership for the 2024-25 year is not to exceed $26,999. The cost of GAMUT for the 2024-25 year is $6,675. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the membership and GAMUT online policy services.

12.68 ***Conferences and/or Meetings***

It is recommended that the Board of Trustees ratify and/or approve the attendance to the following conference for the Board members and/or superintendent with payment of necessary expenses (registration, parking, etc.)

CSBA Annual Conference and Delegate Assembly: The Delegate Assembly will be held December 3, 2024, through December 4, 2024, and the California School Boards Association's Annual Conference and Trade Show 2024 will be held December 5, 2024, through December 7, 2024, in Anaheim, California, at a cost not to exceed $1,200 per person. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the Board members and/or superintendent's attendance to the conferences listed above.

12.69 ***Board of Trustees' Meeting Minutes***

12.69.1 April 18, 2024, Regular Meeting **[EXHIBIT EEEE]**
12.69.2 May 7, 2024, Regular Meeting **[EXHIBIT FFFF]**
12.69.3 May 10, 2024, Special Meeting **[EXHIBIT GGGG]**

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

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

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

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

15. **ADVANCE PLANNING**

INFORMATION ITEM

15.1 ***Future Meeting Dates***

The next regular meeting of the Board of Trustees will be held on Thursday, July 18, 2024, at 6:00 p.m.

Thursday, August 8	Thursday, November 14
Thursday, September 12	Thursday, December 12 (Budget Approval)
Thursday, October 17	Thursday, December 19 (Annual Organizational Meeting)

15.2 ***Suggested Agenda Items***

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 11, 2024.



2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Anaheim Union High School District	Roxanna Hernandez, Ed.D. Director, Learning and Development	hernandez_r@auhsd.us 714-999-3579

Goals and Actions

Goal

Goal #	Description
1	All students will demonstrate college, career, and life readiness, and success through implementation of the 5 Cs (collaboration, creativity, critical thinking, communication, and compassion).

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Graduation Rate	C/O 2020 District- 92.3% SED- 91.3% EL- 83.4% SWD- 74.7% FY- 81.1%	C/O 2021 District- 90.9% SED- 90% EL- 80.8% SWD- 69.3% FY- 73.8%	C/O 2022 District- 92.4% SED- 91.9% EL- 83.3% SWD- 72.5% FY- 68.8%	C/O 2023 District- 91.1% SED- 90.2% EL- 79.9% SWD- 76.2% FY- 77.8%	District- 94% SED- 93% EL- 85% SWD- 77% FY- 83%
A-G Completion	C/O 2020 District- 52.8% SED- 47.9% EL- 27% SWD- 15.6% FY- 23.3%	C/O 2021 District- 52% SED- 47.7% EL- 25.3% SWD- 15.5% FY- 19.4%	C/O 2022 District- 55.9% SED- 51.5% EL- 27.7% SWD- 22% FY- 24.2%	C/O 2023 District- 54.3% SED- 50.0% EL- 21.6% SWD- 22.4% FY- 26.2%	District- 55% SED- 50% EL- 30% SWD- 18% FY- 25%
College and Career Indicator- Prepared	C/O 2019 District- 44.2% SED- 39.1% EL- 15.3% SWD- 9.9% FY- 15.2%	Not Available	Not Available	C/O 2022 District- 46% SED- 42.3% EL- 12.3% SWD- 13.2% FY- 17%	District- 47% SED- 43% EL- 18% SWD- 13% FY- 18%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Teachers are appropriately assigned	Less than 1% of teachers are misassigned	Less than 1% of teachers are misassigned	Less than 1% of teachers are misassigned	Less than 1% of teachers are misassigned	Less than 1% of teachers are misassigned
Teachers are fully credentialed	Less than .5% of teachers lack full credential including EL authorization	Less than .5% of teachers lack full credential including EL authorization	Less than .5% of teachers lack full credential including EL authorization	Less than .5% of teachers lack full credential including EL authorization	Less than .5% of teachers lack full credential including EL authorization
Students have sufficient access to standards-aligned instructional materials	All students have access to standards-aligned materials	All students have access to standards-aligned materials	All students have access to standards-aligned materials	All students have access to standards-aligned materials	All students have access to standards-aligned materials
State adopted academic and performance standards are implemented	100% of academic and content and performance standards are implemented	100% of academic and content and performance standards are implemented	100% of academic and content and performance standards are implemented	100% of academic and content and performance standards are implemented	100% of academic and content and performance standards are implemented
CAASPP ELA results	46% met or exceeded standard (2018-19)	49% met or exceeded standard (2020-21)	43.86% met or exceeded standard (2021-22)	42.64% met of exceeded standard (2022-23)	50% met or exceeded standard
CAASPP Math results	28% met or exceeded standard (2018-19)	29% met or exceeded standard (2020-21)	23.40% met or exceeded standard (2021-22)	23.96% met or exceeded standard (2022-23)	31% met or exceeded standard
Percentage of EL students who make progress as measured by the ELPAC (ELPI)	44.5% (2018-19)	31.3% (2020-21)	44.9% (2021-22)	41.7% (2022-23)	48%
EL reclassification rate	7.3% (2019-20)	6.4% (2021-22)	5.8% (2022-23)	*12.6 (2023-24) *Tentative data	10%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of students who pass an AP exam with "3" or higher	66.9% (2019-20)	55% (2020-21)	59.7% (2021-22)	57% (2022-23)	70%
Percentage of students who demonstrate college preparedness through the Early Assessment Program	ELA- 46% met or exceeded standard (2018-19) Math- 28% met or exceeded standard (2018-19)	ELA- 49% met or exceeded standard (2020-21) Math- 29% met or exceeded standard (2020-21)	ELA- 43.9% met or exceeded standard (2021-22) Math- 23.4% met or exceeded standard (2021-22)	ELA- 42.64% met or exceeded standard (2022-23) Math- 24% met or exceeded standard (2022-23)	ELA- 50% met or exceeded standard Math- 31% met or exceeded standard
Access to a broad course of study- Percentage of students enrolled in VAPA courses	51% (2020-21)	42.1% (2021-22)	46.2% (2022-23)	46.41% (Fall 2023-24)	55%
Access to a broad course of study- Percentage of students enrolled in CTE courses	38% (2020-21)	39% (2021-22)	33% (2022-23)	57.46% (Fall 2023-24)	42%
Access to a broad course of study- Percentage of students enrolled in world language courses	44% (2020-21)	44% (2021-22)	41% (2022-23)	30.73% (Fall 2023)	48%
Seal of Biliteracy	1100 students earned the seal (Class of 2020)	1303 students earned the seal (Class of 2021)	952 students earned the seal (Class of 2022)	1013 students earned the seal (Class of 2023)	1500 students

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Seal of Civic Engagement	1900 students earned the seal (Class of 2021)	2858 students earned the seal (Class of 2022)	3033 students earned the seal (Class of 2023)	2735 (2023-24)	2300 students
Students engaged in civic inquiry and investigation	26% of students are guaranteed these experiences each academic year	28% of students are guaranteed these experiences each academic year	46% of students are guaranteed these experiences each academic year	48% (2023-24)	50% of students are guaranteed these experiences each academic year
D/F rates	Fall 2020- 28% of all grades were D/F	Fall 2021- 15.4% of all grades were D/F	Fall 2022- 18.6% of all grades were D/F	Fall 2023- 16.9% of all grades were D/F	15% of all grades are D/F
Graduates enrolled in post-secondary options	(Class of 2020) 70% of graduates enroll in fall immediately after graduation 47% enroll in 2 year colleges 23% enroll in 4 year colleges	(Class of 2021) 64% of graduates enroll in fall immediately after graduation 41% enroll in 2 year colleges 23% enroll in 4 year colleges	Not available at this time.	(Class of 2023) 67.98% of graduates enroll in fall immediately after graduation 42.5% enroll in 2 year colleges 25.48% enroll in 4 year colleges	75% of graduates enroll in fall immediately after graduation 50% enroll in 2 year colleges 25% enroll in 4 year colleges
5 Cs are implemented in District classrooms	LCAP Staff survey- 90% are committed to implementing the 5 Cs LCAP Student survey- 81% state the 5 Cs are incorporated in their classes	LCAP Staff survey- 87% are committed to implementing the 5 Cs LCAP Student survey- 81% state the 5 Cs are incorporated in their classes	LCAP Staff survey- 87.8% are committed to implementing the 5 Cs LCAP Student survey- 73.7% state the 5 Cs are incorporated in the classes	LCAP Staff survey- 97% are committed to implemting the 5 Cs LCAP Student survey- 93% state the 5 Cs are incorporated in the classes	LCAP Staff survey- 95% are committed to implementing the 5 Cs LCAP Student survey- 90% state the 5 Cs are incorporated in their classes

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Students completing dual enrollment courses	2019-20 completion Duplicated students Cypress College-2025 Fullerton College-888 Unduplicated students Cypress College-1165 Fullerton College-659	2020-21 completion Duplicated students Cypress College-2119 Fullerton College-550 Unduplicated students Cypress College-936 Fullerton College-364	2021-22 completion Duplicated students Cypress College-154 Fullerton College-411 Unduplicated students Cypress College-1867 Fullerton College-663	2022-23 completion Duplicated students Cypress College-1345 Fullerton College-600 Unduplicated students Cypress College-2689 Fullerton College-1071	Duplicated students Cypress College-2300 Fullerton College-1000 Unduplicated students Cypress College-1500 Fullerton College-800
Percentage of EL students who score Level 4 on ELPAC	10.94% (2018-19)	9.91% (2020-21)	15.57% (2021-22)	14.20 (2022-23)	14%
Percentage of students who have completed at least one CTE Pathway	2019-20	C/O 2020-21 District- 23.5% SED- 22.3% EL- 17.1% SWD- 13.9% FY- 15.9%	C/O 2021-22 District- 26.2% SED- 24.8% EL- 19.6% SWD-19.1% FY- 12.5%	C/O 2022-23 District- 21.08% SED- 21.04% EL- 11.58% SWD- 17.9% FY- 11.94%	District- 27% SED- 26% EL- 21% SWD- 17% FY- 19%
Percentage of students who completed at least	2019-20	C/O 2020-21 District- 14.2%	C/O 2021-22 District- 17.6%	C/O 2022-23 District- 21.08%	District- 18% SED- 16% EL- 9%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
one CTE Pathway and A-G Requirements		SED- 12.4% EL- 5.7% SWD- 2.2% FY- 4.5%	SED- 15.7% EL- 6.9% SWD- 4.0% FY- 4.2%	SED- 21.04% EL- 11.58% SWD- 17.9% FY- 11.94%	SWD- 6% FY- 8%

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

This goal was created to develop essential 21st-century skills—collaboration, creativity, critical thinking, communication, and compassion—vital for post-secondary and career readiness. It prioritizes cultivating student voice and purpose across all content areas and integrated initiatives to maintain consistently high levels of student engagement and motivation. Additionally, the goal focuses on technical skills through Career and Technical Education (CTE) Pathways, leading to certificates and dual credit opportunities with community colleges, alongside meeting A-G requirements for post-secondary readiness.

The overall implementation of the actions to achieve the articulated goal had both its challenges and successes. The District's efforts to develop 21st-century skills and enhance post-secondary readiness have yielded significant successes, particularly in high commitment to the 5Cs, strong partnerships with colleges, and high graduation rates. However, challenges remain and the District is committed to continuous focus on targeted support, professional development, and resource allocation to sustain and build on achieved successes and address student performance indicators.

The professional learning plan (action 1.1) and effective instruction actions (action 1.2) are aimed to improve A-G eligibility, graduation rates, and college-going rates, which are crucial metrics for assessing college and career readiness. These actions are supported by the high commitment to implementing the 5Cs. The District was successful in the implementation of the 5Cs across the curriculum. The 5Cs were embedded into classroom activities and curriculum across all subject areas to ensure students consistently engage with these essential skills. This approach was supported by professional learning plans and effective instructional strategies. The 5Cs are also reflected in the teacher created Performance Task Assessments (PTA). Our LCAP survey data demonstrates both staff and students showed a high commitment to integrating the 5Cs into their learning and teaching. Some challenges and areas that the District is working on is developing indicators/analytics/dashboards of students' 5Cs that teacher and students can use to inform teaching and learning. The District is working through eKadence the district's learning management system (LMS) to generate data that captures rich student experiences through reflections and PTAs and measures the 5Cs. Additionally, although several teachers engage in District and site professional learning, the District wants to expand professional learning and build a system of leading teachers. This year the District rolled out the 2023-24 Professional Learning (PL) calendar, which included PL topics such as, PTA Development using the Design Template; 5Cs Student Reflection-Making Meaning from the Data; Transcendent Thinking/Capstone; eKadence Student Skill Reflection-Introducing 5Cs Student

Reflection Tool; eKadence Dashboard; and 5Cs Student Reflection Data Dive. The District also held its annual Education Summit - "Seize the Day" which was attended by teachers, staff, administrators from across the District. Approximately 50 different innovative and inspiring workshops were developed and presented by teachers from across the District.

The District prides itself in ensuring that students have sufficient access to standards-aligned instructional materials (action 1.3), and that State adopted academic and performance standards are implemented. This year the District began its Science textbook adoption process. The Science textbook timeline included convening a selection committee, providing an overview of the NGSS time process, District lens, Consensus building around established rubrics, publisher presentations, and pilots of materials and/or units. It has been a successful and robust process. Some challenges have included meeting timelines for approval with the District's Instructional Materials Review Committee (IMRC) due to the volume of textbooks to be reviewed, which has pushed the adoption into July 2024.

The District makes technological resources available to all students and their families, beginning with the registration process at the start of the school year. Students and families can also request a chromebook/laptop and/or hotspot directly from their school site. The District has found the site level distribution successful in serving the needs of all students.

The broad course of study (action 1.5) and instructional options (action 1.7) supports students' progress towards graduation and post-secondary goals, thereby contributing to college and career readiness. The District has partnerships with two community colleges, Fullerton and Cypress Community College to offer Dual Enrollment at eight comprehensive High Schools and at Oxford Academy, Cambridge Virtual Academy, and Gilbert High School (Continuation). The courses are aligned to CTE pathways and transferable to the University. Students participating in Dual enrollment receive college and high school credit. The District has seen tremendous growth in the embedded program and this year focused on continuing to expand programs. The 2022-23 Dual Enrollment participation data on duplicated and unduplicated students enrolled in dual enrollment courses at Cypress College and Fullerton College demonstrate significant participation. The District's implementation has successfully expanded the dual enrollment class offerings. Of the twenty-two pathways offered, eleven have a dual enrollment course(s) connection.

The District continued to ensure students have access to Career Pathways. AUHSD has over seventy Career Pathways and four Innovative Career Pathways in Artificial Intelligence, Biotechnology, Cybersecurity Institute, and Drone Technology. The District ensured that these pathways include integrated coursework, college credit, work based learning, and student leadership opportunities. Each school’s Career Pathways offer the highest possible level of quality, connecting Career Technical Education, academics, dual enrollment college credit, extra-curricular activities, and work-based learning opportunities to ensure student success. Through the development of the six-year plan, counselors guide and support student access to these opportunities, with an emphasis on providing access to low income, foster youth, and English learner (plurilingual) students.

The post-secondary readiness action (1.9), which encompasses increasing work experience and internship opportunities continues to be successfully implemented through AIME, Anaheim’s Innovative Mentoring Experience, which is a career mentoring and internship program exclusively for AUHSD students. The program offers various tiers of participation, including one-day career mentoring events, multiple day career mentoring series, and internships. The AIME program is designed to help students explore potential careers, as well as to see how 21st Century Skills (communication, collaboration, critical thinking, creativity, and character) and technical skills are applied in the workplace. The goal of the AIME program is to help AUHSD students find a sense of voice and purpose to guide their plans after high school. The

District has Work-based Learning Coordinators at the school sites to help connect students to the many opportunities offered through the AIME program. The District is working on ensuring that these opportunities are offered equitably across all sites and all student groups. An added challenge is ensuring that resource inequities such as transportation do not hinder students from actively participating in such programs. If students cannot arrange their own transportation they are offered OCTA bus passes to assist with transportation. If an internship provider is too far away to make bus transportation viable, the AIME program will provide another means of transportation.

Additional professional learning experiences (action 1.10), particularly in mathematics, focused on student-centered instruction and equitable grading. Junior high Math Learning Lab teachers facilitated numerous workshops and professional learning experiences for educators, with a focus on Performance Task Assessments. Teachers work to create authentic mathematics experiences in their classrooms, that often are left out of traditional mathematics curriculum and to celebrate the rich and vibrant communities that support our students and their lived experiences, they are focused on intentional lesson design and differentiated supports for student learning.

The capstone program was fully implemented at all schools. The performance task assessments for ELA take into account the necessary support for all student groups (low income, foster youth, English learners (plurilingual), Hispanic/Latino, homeless youth, and students with disabilities), so that they can demonstrate what they know and are able to do. Student engagement with Performance Task Assessments was supported with appropriate scaffolding by their teacher(s).

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The material difference in Goal 1 are as follows:

Action 1.2 Effective instruction- Estimated actuals were less than budgeted expenditures because of reduced need for induction coaches to deliver coordinated coaching and support for teacher induction. Additionally, the Site Leadership Team (SLT) release period reduced the need for substitute coverage for teacher leaders receiving professional learning during the school day.

Action 1.3 Instructional materials- Estimated actuals were less than budgeted expenditures because adoption of science instructional materials and Instruction Materials Review Committee (IMRC) processes, pilots, and approvals are still in progress, estimating the adoption to take place by July 1, 2024.

Action 1.9 Post-secondary readiness- Estimated actuals were less than budgeted expenditures because of fewer staff tied to this action and a reduction in paid partnerships. The Community school model along with the AIME partnership have garnered services that do not have an impact on the budget.

Action 1.10 Reduction of class size, hiring and retaining teachers- Estimated actuals exceeded the budgeted expenditures due to higher than anticipated staffing costs, resulting from negotiated pay increases and the number of teachers above the districts obligated staffing numbers.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

The LCAP contributing actions implemented to support Goal 1 continue to demonstrate efficacy as demonstrated by the associated metrics. The planned actions encompass a comprehensive approach to fostering college, career, and life readiness through the implementation of the 5 Cs, addressing the diverse needs of students and providing them with the necessary support and opportunities for success. While each action may have varying degrees of effectiveness, collectively, they contribute significantly to ensuring that all students demonstrate college, career, and life readiness through the implementation of the 5 Cs. The effective implementation of these actions has led to improved outcomes and better preparation for students' college, career, and life readiness, and success.The actions continue to support student achievement and will continue for the 2024-25 year.

Notably, civic engagement activities, the capstone program, and the Career Preparedness Systems Framework (CPSF) were successfully implemented. Partnerships with colleges supported post-secondary enrollment, with AUHSD boasting higher admission and persistence rates at UCI than the overall population. AUHSD has a 31% admission rate to UCI, while the overall admission rates are at 21%. AUHSD students also have higher persistence rates 91.4% at UCI in comparison to the overall student population 86-88%.

The LCAP staff survey indicated that 97% of staff are committed to implementing the 5Cs in the classroom. The student survey showed that 93% of students stated that the 5Cs are incorporated into their classes, indicating that students perceive the integration of these essential skills into their learning experiences. Student and staff surveys on the 5Cs have yielded high percentages of students and staff affirming the incorporation of the 5Cs in the classroom, which indicate a positive perception of the District's efforts in fostering essential 21st-century skills. This suggests that initiatives aimed at developing these skills have been effectively implemented.

The District's graduation rates for the class of 2022-23 were notably high at 91%, and specifically trending upward for socioeconomically disadvantaged students at 90.2%, surpassing the state average. However, disparities exist among subgroups, with lower rates observed for English learners (plurilingual) 79.5%, students with disabilities 76.1%, and foster youth 77.8%. While the A-G completion rates of 54.3%, also exceeded state averages, there are substantial gaps among subgroups, indicating areas for improvement in ensuring equitable access and targeted support for low income, foster youth, and English learner (plurilingual) students.

In terms of providing a broad course of study, in the 2022-23 year there were 1345 duplicated students enrolled in courses at Cypress College and 600 at Fullerton College. Additionally, there were 2689 unduplicated students enrolled at Cypress College and 1071 at Fullerton College, indicating the extent of student participation in dual enrollment programs, contributing to their post-secondary preparedness. These programs provide students with opportunities to earn college credits while still in high school, enhancing their post-secondary readiness.

Regarding CTE Pathways and A-G requirements, data showed that in the Class of 2022-23, 21.08% of students in the District completed at least one CTE Pathway and met A-G requirements. Subgroup data indicated similar completion rates, with 21.04% for socioeconomically disadvantaged (SED) students, 11.58% for English learners (plurilingual), 17.9% for students with disabilities (SWD), and 11.94% for foster youth (FY), underscoring the District's commitment to providing diverse pathways to post-secondary success for all students.

The post-secondary readiness action, which encompasses increasing work experience and internship opportunities supports students' readiness for post-secondary education and careers, as indicated by the percentage of graduates enrolling in post-secondary options. Data shows a significant percentage of graduates enrolling in post-secondary education immediately after graduation, with substantial proportions opting for both 2-year and 4-year colleges. For the graduating class of 2023, 67.98% of graduates enrolled in Fall immediately after graduation, 42.5% enrolled in 2 year colleges, and 25.48% enrolled in 4 year colleges. This suggests that the District's efforts in preparing students for post-secondary success, including initiatives like dual enrollment and college partnerships, have been effective in facilitating smooth transitions to higher education.

Ensuring students had access to technological resources, including Chromebooks, laptops, and internet hotspots, to support their learning and skill development was a priority. Data from the 2023-24 academic year showed that the District has 23,631 active students that have a Chromebook and/or laptop checked out, and 650 hotspots checked out for internet connectivity, facilitating access to technological resources and post-secondary skill development, which upholds the contributing action.

Low Math Proficiency: CAASPP Math results indicated that only 23.96% of students met or exceeded the standard, pointing to a critical area for improvement in math education and proficiency. ELA Proficiency: Similarly, only 42.64% of students met or exceeded the standard in CAASPP ELA assessments, necessitating ongoing efforts to enhance literacy skills, especially for disadvantaged groups. This suggests a significant gap in Math proficiency among students and highlights an area for ongoing improvement for the District. CAASPP ELA results indicated on-going need for improvement. Improving achievement results for all students, with an even greater emphasis on improving achievement results for low income, foster youth, English learners (plurilingual), Hispanic/Latino, homeless youth, and students with disabilities are a priority.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A greater emphasis on improving the achievement results for low income, foster youth and English learners (plurilingual) students led to the revision of LCAP Goal 1 to read as follows: Through a Whole Child approach, all students, with specific attention to our district’s students who are low income, foster youth and EL (plurilingual), will be college, career, and life ready by successfully demonstrating 21st Century Skills, Youth Voice and Purpose, and Technical Skills. The revised goal reflects a comprehensive approach to preparing students for college, careers, and life success, while also addressing the diverse needs and backgrounds of students within the district. By focusing on the whole child, promoting equity, and emphasizing a range of essential skills, the goal sets a stronger foundation for educational planning and improvement efforts.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Schools are inviting for parents and families	LCAP Parent survey- 82% feel the school is inviting	LCAP Parent survey- 78% feel the school is inviting	LCAP Parent survey - 80.1% feel the school is inviting	LCAP Parent survey - 94% feel the school is inviting	LCAP Parent survey- 87% feel the school is inviting
Attendance at family engagement events	Coffee w/ Principal- 20 participants per event Parent Learning Walks- 20 participants per event Parent Leadership Academy- 15 parents complete from each site	Total Parent Participants in workshops/meetings- 28,640 Total Families served via food/care packages- 20,353	Total Parent Participation in workshops/meetings- 15,909 Total Families served via food/care packages- 12,538	Total Parent Participation in workshops/meetings- 14,651 Total Families served via food/care packages- 9,086	Total Parent participants in workshops/meetings- 32,000 Total families served via food/care packages- 22,000
Promote parental participation in programs for individuals with exceptional needs	Parent Leadership Academy for SWD- 10 parents complete from each site	Parent participants in NOCE workshops- 0 Parent participants in quarterly SYS presentations- 0	Parent participants in NOCE workshops- 123 Parent participants in quarterly SYS presentation- Not available	Parent participants in NOCE workshops- Not available Parent participants in quarterly SYS presentation- Not available	Parent participants in NOCE workshops- 75 Parent participants in quarterly SYS presentations- 100

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Family knowledge of graduation requirements	LCAP Parent survey- 84% state they understand the graduation requirements	LCAP Parent survey- 88% state they understand the graduation requirements	LCAP Parent survey- 90.4% state they understand the graduation requirements	Survey question removed from 24-26 LCAP survey	LCAP Parent survey- 90% state they understand the graduation requirements
Family knowledge of Anaheim Union Educational Pledge	LCAP Parent survey- 73% state they are familiar with the Pledge	LCAP Parent survey- 78% state they are familiar with the Pledge	LCAP Parent survey- 80% state they are familiar with the Pledge	LCAP Parent survey- 86.7% state they are familiar with the Pledge	LCAP Parent survey- 80% state they are familiar with the Pledge
Parent input in decision making	LCAP Parent survey participants- 5,975 LCAP Stakeholder engagement participation- 114	LCAP Parent survey participants- 4,836 LCAP Stakeholder engagement participation- 138	LCAP Parent survey participants- 3,764 LCAP Stakeholder engagement participation- 64	LCAP Parent survey participants- 2,545 LCAP Stakeholder engagement participation- 54	LCAP Parent survey participants- 6,500 LCAP Stakeholder engagement participation- 150

Goal Analysis

An analysis of how this goal was carried out in the previous year.
A description of any substantive differences in planned actions and actual implementation of these actions.

This goal reflects the District's commitment to supporting family and community engagement. The District's family and community engagement efforts are approached through a Community Schools model of equity to ensure families' assets and needs are elevated and supported.

AUHSD's approach to family and community engagement is to build the capacity of our community in a welcoming, culturally responsive environment that champions trust, cultivates empathy, and empowers family and community engagement for the unlimited success of our students. We believe that the authentic partnerships with our students, families, and the greater community will help lead to transformative student outcomes.

Our family and community engagement has been enhanced with our now 15 AUHSD schools funded through the California Community Schools Partnership Program (CCSPP) grant as Community Schools. The AUHSD community schools approach creates a safe place at the heart of a community where students, families, educators, and staff are connected, as well as work together to expand opportunities and address the needs of the whole child. This approach, along with added staff, is allowing us to enhance our efforts to engage all families by increasing programming and services through a tiered system that is responsive to our community needs. All AUHSD schools implement a variety of programs focused on developing collaboration, creativity, critical thinking, communication, and compassion. These 5 Cs help drive diverse academic programming including career pathways, dual language immersion, dual enrollment with community colleges, advanced placement classes, and visual and performing arts programs. In AUHSD, we believe that students develop the 5 Cs through explicit instruction, consistent and intentional opportunities for practice, and reflection.

To increase parent engagement (action 2.1), the school sites host the following on a regular basis: Coffee with the Principal; English Learner Advisory Committee (ELAC) meetings; Parent Learning Walks; Parent Empowerment via FACES: Ready, Set, Go; Grow (Modules educating parents on all that their students can take advantage of). AUHSD offers: Disciplina Positiva/Positive Discipline; Love and Logic Classes; Mindfulness Classes; Anaheim Collaborative Partner Based Parent Leadership Conferences; Simon Silva Art, Identity and Community Based Courses;District English Learner Advisory Committee (DELAC). All school sites also continue to engage parents and families through their Parent Learning Walks.

The FACES and Community Schools staff (action 2.2), continue to be an essential part of the efforts to improve holistic outcomes for students. The District has improved its family engagement practices by providing additional resources to support staff in sustaining strong relationships/partnerships with families, providing opportunities for families to share about their family and students through an assets and needs assessment process, including surveys, community school site mapping, and community voice circles. The District has sought to honor the contributions, languages, cultures, and needs of both families and staff through this asset-based approach to the Community Schools model.

The District is fully committed to the community schools model (action 2.4), to create schools where students, staff, families and community partners are engaged and work through collaborative leadership to expand student opportunities to address the needs of the whole child. The community schools journey in 2022-23 has included: educating, informing and engaging the schools/communities across AUHSD. Community schools affirmed current partners and the importance of maintaining relationships and the need to expand and form new partnerships. Community schools are calibrated across AUHSD systems/structures centered on Career Preparedness Systems Framework (CPSF) and the whole child. The District also developed and convened the Community Schools Site Teams, whose site members consist of principal, teachers, parents, students, community partners, and site staff. This is in addition to the already existing Community Schools Steering Committee. A resolution was passed by the AUHSD Board of Trustees in March of 2022 supporting the District's commitment to the community schools model and the District's application to the California Community Schools Partnership Program (CCSPP).

Identified challenges included staff attendance combined with staffing and substitute shortages, which resulted in some programming to be altered or canceled. Despite these challenges, sites implemented curriculum and training for parents and families. Through the community schools model the District conducted an assets and needs assessment, held community learning walks, community circles, and during the Spring of 2022-23 convened community schools site level teams. Analysis of data collected demonstrates the need to more effectively analyze and publicly share out the various data points being collected. For leadership capacity/engagement, AUHSD will continue to build

and expand on the opportunities for building leadership capacity for our families and engaging disengaged families. Provide time for teachers and families to collaborate in the development of goals for students through the lens of the community schools pillars. Continue to provide professional learning to support teachers to work with families around student needs, assets, and goals. Also, identifying methods to improve engagement with underrepresented families and families of unduplicated students.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The material difference in Goal 2 are as follows:

Action 2.1 Increase parent engagement- Estimated actual exceed budgeted expenditures due to higher than anticipated staffing costs, resulting from negotiated pay increases.

Action 2.2 FACES support- Estimated actual exceed budgeted expenditures due to higher than anticipated staffing costs, resulting from negotiated pay increases.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

The LCAP contributing actions to support Goal 2 continue to prove effective with increasing parent engagement, as evidenced by the high participation rates in workshops and/or meetings and positive feedback from the LCAP Parent survey. These actions were highly effective in providing language-appropriate support and programming for low income, foster youth, English learner (plurilingual) families. The provision of support services, such as food/care packages, demonstrated tangible assistance to the community, contributing to improved access to school and community resources. The metrics (measuring and reporting results) reflect a considerable level of participation, with a high percentage of parents and families feeling welcomed by the school and actively participating in workshops and meetings, which demonstrates that the contributing actions were effective and continue to be relevant in addressing the goal.

Targeted strategies were employed to reach parents and families of low income, foster youth, and English learners (plurilingual) students. Initiatives included Ready Set Go workshops, Disciplina Positiva parenting workshops, Parent Leadership Academies, Parent Learning Walks, and mindfulness practices. In the Fall of 2023-24 year 14,651 parents and families participated in workshops and/or meetings.

Family and Community Engagement Specialists (FACES) and translators offered language-appropriate support and programming for low income, foster youth, and English learners (plurilingual) students and their families. The district communicates regularly with families in various languages and formats, providing multiple opportunities for input through committees such as School Site Council (SSC), English Learner Advisory Committee (ELAC), Site level Community School Steering Committee, Parent Teacher Students Association (PTSA), District level Community Schools Steering Committee, District English Learner Advisory Committee (DELAC), and Superintendent Parent

Advisory Committee (SPAC). Over 2,500 parents responded to the annual Local Control and Accountability Plan (LCAP) survey and 165 parents and families participated in one or more of the LCAP Focus Group meetings. The high number of families served via food/care packages also demonstrates the effectiveness of this action in reaching parents, families and the community.

Fully engaging parents of Students With Disabilities (SWD), continues to be an area of great importance, and requires closer attention as indicated by the lower participation rates in the metrics related to SWD engagement. To increase efforts to establish family engagement opportunities for SWD families, potential challenges such as communication and/or resource constraints will be evaluated in order to reach the District's desired outcomes.

The actions will continue to aim to align community resources and instructional practices, partnering with students, families, teachers, school staff, and community partners to improve student outcomes.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A greater emphasis on improving the achievement results for low income, foster youth and English learners (plurilingual) students led to the revision of LCAP Goal 2 to read as follows: Through a community school's approach, co-create and provide meaningful culturally and linguistically responsive educational opportunities for all parents and families to advocate for the assets and needs of all students, with specific attention to our district's students who are low income, foster youth, and EL (plurilingual). The revised goal reflects a collaborative approach to involving parents and families. By taking a community school's approach where students, staff, and families are connected and work together to expand opportunities and address the assets and needs of the whole child, the District believes that all students will be able to thrive and realize their unlimited potential.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Provide and nurture a safe, reflective, responsive, and positive school culture.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
School facilities are maintained in good repair	All facilities are in good repair as documented by the Facilities Inspection Tool	All facilities are in good repair as documented by the Facilities Inspection Tool	All Facilities are in good repair as documented by the Facilities Inspection Tool	All Facilities are in good repair as documented by the Facilities Inspection Tool	All facilities are in good repair as documented by the Facilities Inspection Tool
Attendance rate	95.2% attendance rate (2019-20)	93.5% attendance rate (2021-22)	91% attendance rate (2022-23)	91.3% attendance rate (2023-24)	96.5% attendance rate
Chronic absenteeism rate	District- 9.2% SED- 9.3% EL- 15.5% SWD- 17.8% FY- 19.9% Locally calculated for 2019-20	District- 12.9% SED- 15% EL- 25.3% SWD- 25.4% FY- 33.3% 2020-21	District- 22.4% SED- 26.3% EL- 28.6% SWD- 36% FY- 42.6% 2021-22	District- 25.6% SED- 28.7% EL- 35.7% SWD- 40.4% FY- 46.5% 2022-23	District- 8% SED- 8% EL- 10% SWD- 12% FY- 14%
Middle school dropout rate	.003% (2019-20)	.00003% (2020-21)	.00004% (2021-22)	.0006% (2022-23)	Less than .5%
High School dropout rate	3.2% (C/O 2020)	2.9% (C/O 2021)	2.92% (C/O 2022)	4.1% (C/O 2023)	2.5%
Suspension rate	District- 1.9%	District- N/A	District- 2.7%	District- 3.8%	District- 1.9%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	SED- 1.9% EL- 5% SWD- 3.4% FY- 7.9% Locally calculated for 2019-20	SED- N/A EL- N/A SWD- N/A FY- N/A Not applicable for 2020-21 due to distance learning	SED- 3.3% EL- 4.9% SWD- 5.2% FY- 11.7% 2021-22 (CA School Dashboard)	SED- 4.4% EL- 6.5% SWD- 5.5% FY- 13.7% 2022-23 (CA School Dashboard)	SED- 1.9% EL- 3% SWD- 3% FY- 5%
Expulsion rate	Less than .5%	Not applicable for 2020-21 due to distance learning	0.00% (2021-22)	0.00% (2022-23)	Less than .5%
Student knowledge of mental health support	LCAP Student survey- (2020-21) 63% state they know where to get social-emotional and mental health support	LCAP Student survey- (2021-22) 63% state they know where to get social-emotional and mental health support	LCAP Student survey- (2022-23) 53% state they know where to get social-emotional and mental health support	LCAP Student survey- (2023-24) 83% state they know where to get social-emotional and mental health support	LCAP Student survey- 80% state they know where to get social-emotional and mental health support
Students receiving direct services	Social workers- 2100 students	Social workers- 3163	Social workers- 3634	Social workers- 3561 students (Fall 2023-24)	Social workers- 2000 students
Sense of safety	LCAP Student Survey (2019-20) 54% state they feel safe while at school	LCAP Student Survey- (2021-22) 59% state they feel safe while at school	LCAP Student Survey- (2022-23) 52.4% state they feel safe while at school	Not available (LCAP survey will be administered in the Spring 2024)	LCAP Student Survey (2019-20) 70% state they feel safe while at school
Sense of school connectedness	LCAP Student Survey- (2020-21)	LCAP Student Survey- (2021-22)	LCAP Student Survey- (2022-23)	LCAP Student Survey- (2022-23)	LCAP Student Survey-

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	57% state they feel connected to their school 73% state they have an adult they can approach	58% state they feel connected to their school 56% state they have an adult they can approach	50.4% state they feel connected to their school 50.9% state they have an adult they can approach	87% state they feel connected to their school 69% state they have an adult they can approach	65% state they feel connected to their school 85% state they have an adult they can approach

Goal Analysis

An analysis of how this goal was carried out in the previous year.
A description of any substantive differences in planned actions and actual implementation of these actions.

This goal reflects the District's commitment to positive and safe learning environments that support the whole child. The district made significant strides in promoting a safe, reflective, responsive, and positive school culture through various actions outlined in Goal 3 of the LCAP.

To improve attendance (action 3.1) the District convened an Attendance Task Force and provided recommendations to all school sites to be implemented this school year. Every school convened an attendance site team to implement and support the recommendations made by the task force. The recommendations that were developed through the Attendance Task Force, include administration responsibilities, teacher responsibilities, classified support, and home visit protocols. The District's Student Support Services worked with site attendance teams, attendance staff, outreach staff, family and community engagement staff, and community schools staff to proactively support improved attendance. Attendance and Chronic absenteeism is also a topic addressed in every task force (Foster Youth, Students with Disabilities, and Plurilingual/English Learner), which meets with the school sites twice per year.

The Attendance teams at the sites are led by an administrator and meet monthly to monitor attendance data and trends, identify students to review utilizing the Education Monitoring Team (EMT) process, with multi-tiered approaches to supporting individual students and their families. During these site level meetings the sites develop agendas and create individualized actions and strategies to support the needs of chronically absent students. The challenges in the implementation of site level Attendance teams has been systematizing the practices across all school sites. The District has outreach workers that conduct home visits in efforts to engage parents and families as partners in improving attendance and applying tailored interventions. With a limited number of outreach workers the volume of home visits for chronically absent students were very high. The District is in the process of training Community School Coordinators and additional staff to proactively conduct home visits prior to students becoming chronically absent. The District will also leverage relationships with community partners to offer resources to support students and families in efforts to remove barriers contributing to absenteeism.

The District continued with Saturday Academy offerings at every site, which provides additional academic support and enrichment opportunities for students. This includes tutoring, homework assistance, and targeted instruction in core subjects to help students improve their understanding and performance in their regular coursework. By offering engaging and interactive learning experiences, Saturday Academy aims to increase student motivation and interest in their education to help lead to better attendance, participation, and overall school performance. Additionally, the District supports and implements high quality instruction, which focuses on developing 21st century skills including collaboration, creativity, critical thinking, communication, and compassion; cultivating student voice and purpose across all content areas and through integrated initiatives including: the Seal of Civic Engagement, AUHSD Talks, Seal of Biliteracy, applied problem solving, writing journey, and culturally relevant pedagogy; and providing technical skills through Career and Technical Education Pathways leading to certificates, dual credit opportunities with community colleges, and mentorships and internships with businesses and nonprofit organizations. By embedding these skills into the curriculum, students find their learning experiences more engaging and relevant, which increases their motivation to attend school regularly. Cultivating student voice and purpose across all content areas through initiatives like the Seal of Civic Engagement, AUHSD Talks, the Seal of Biliteracy, applied problem-solving, writing journeys, and culturally relevant pedagogy further enhances their sense of belonging and connection to their education. By fostering a supportive, engaging, and relevant educational environment, the District hopes to address the root causes of absenteeism—lack of interest, perceived irrelevance of school, and disengagement—thereby improving overall attendance and reducing chronic absenteeism.

The District implemented a comprehensive approach to support the mental, physical, behavioral, and emotional health of students (action 3.2), particularly focusing on English learners, foster youth, and low-income students. This multifaceted strategy aimed to reduce student suspensions, improve learning outcomes, and promote overall well-being. The District continued to support the implementation of MTSS, enhancing mental health resources to address the social and emotional needs of students. This included developing a District level Mental Health Committee and developing a multi-tiered approach that outlines specific roles for counselors, psychologists, and social workers. The District also provided training for staff to identify and support students' social emotional needs. Challenges included ensuring that all staff are adequately trained annually. Successes include collaboration and coordination among counselors, social workers, and school psychologist in efforts to support the mental health of students. The District offered continuous training on mindfulness for both parents and staff. This training focused on techniques to help students reduce stress, enhance focus, and improve emotional regulation. The challenge was integrating these practices into the daily routines of students and teachers, particularly in schools with higher needs. However, the success was evident as students and staff reported feeling more equipped to handle stress and maintain a positive learning environment, contributing to a more supportive and effective educational setting.

All sites continue to be staffed with a social worker to provide a tiered approach to mental health support. They assess home, school, personal, and community factors that may affect a student’s learning, identify and provide intervention strategies for students and their families, including counseling, case management, and crisis intervention. They consult with teachers, administrators, and other school staff regarding social and emotional needs of students and coordinate family, school, and community resources on behalf of students. To ensure efforts are coordinated and services are not duplicated the District's Mental Health and Wellness office will oversee the Education Monitoring Teams and the 504 Plans along with the site level social workers taking a lead role at their designated school site.

Alternatives to suspension, such as Restorative Practices, were further developed and implemented. These practices included conflict resolution, peer mediation, and restorative circles, aimed at repairing harm and restoring relationships rather than simply punishing students.

The District continued to support the Alternative to Suspension program to reduce suspension rates and provide students with alternatives that focus on restorative practices, personal growth, and behavioral improvement. The District also continued to provide training in Capturing Kids Hearts, all but three sites have been trained.

Counseling support (action 3.3) continues to be a priority in AUHSD. The District has prioritized the creation of individualized six-year academic plans for each student, aligned with college and career goals. Counselors collaborated with students to develop these plans, which include course selections and extracurricular activities designed to prepare them for post-secondary success. These plans were regularly reviewed and updated to reflect students' evolving interests and goals. The District maintained a focus on the national counseling standards to ensure a consistent and high-quality approach across all schools. Professional learning opportunities were provided to counselors and support staff to familiarize them with these standards and to equip them with the skills necessary to implement them effectively. Monitoring mechanisms were established to track the implementation and ensure adherence to these standards. To ensure that McKinney-Vento, foster youth, English learners (plurilingual), and low-income students were enrolled in appropriate academic programs, the District implemented site-level transcript review processes, where site teams evaluated and audited transcripts.

The District implemented a comprehensive approach to providing academic and social-emotional support for foster youth and McKinney-Vento students (action 3.5), aiming to increase their engagement, academic achievement, and post-secondary readiness. The District expanded course selection and access for these students, ensuring they had opportunities to enroll in a diverse range of subjects that aligned with their interests and career goals. This effort required coordination with teachers, counselors, and social workers to tailor course offerings to the specific needs of foster youth and McKinney-Vento students.

Additional instructional materials were provided to these students to support their learning, addressing gaps in resources that might impede their academic progress. This included school supplies, technology, and other educational tools necessary for a conducive learning environment. Monitoring and supporting the recommendations of the foster youth task force were also integral to this action, ensuring that the strategies remained relevant and effective.

The District increased outreach services to foster youth and McKinney-Vento students by deploying dedicated staff to connect with these students and their families, providing them with information about available resources and support systems. Mentoring programs were developed to offer personalized guidance and support, fostering relationships that help students navigate academic and personal challenges.

A cross-agency, multidisciplinary educational team was engaged to support the educational success of foster youth and McKinney-Vento students. This team included representatives from various sectors such as social services, mental health, and education, working collaboratively to address the multifaceted needs of these students. Additionally, transportation services were provided to ensure that foster youth and McKinney-Vento students could consistently attend school, thus reducing barriers related to mobility and stability.

Despite these comprehensive efforts, the implementation faced several challenges. Coordinating increased course access and tailoring instructional materials to individual needs required significant logistical planning and resource allocation. Ensuring effective communication and collaboration among the cross-agency team also posed challenges, given the varying priorities and workflows of different agencies.

However, the successes were notable. Expanded course offerings and additional instructional materials significantly improved student engagement and academic performance. Outreach services and mentoring programs provided much-needed personal support, helping students feel more connected and supported within the school environment. The collaborative efforts ensured that the diverse needs of foster youth and McKinney-Vento students were addressed holistically, leading to better educational outcomes.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

The material difference in Goal 3 are as follows:

Action 3.1 Improve attendance and Action 3.2 Mental and physical health- Estimated actual expenditures are less than budgeted expenditures due to lower than expected staffing costs due to staffing shortage and/or turnover.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

During the three-year LCAP cycle, several actions were implemented to achieve Goal 3: Provide and nurture a safe, reflective, responsive, and positive school culture.

Improving attendance continues to be an action that the District will work towards. As well chronic absenteeism rates, which remain high, especially among subgroups such as English learners (plurilingual), students with disabilities (SWD), foster youth, low-income, and homeless youth. Despite efforts to identify and support students with truancy issues, more targeted interventions are needed to address chronic absenteeism effectively. The district's attendance rate of 91.3% demonstrated a need to continue to work on engaging students and removing the barriers that lead to decreases in attendance and chronic absenteeism.

By offering engaging and interactive learning experiences, the District's Saturday Academy aimed to increase student motivation, attendance, participation, and interest in their education. Every site offers monthly Saturday Academy opportunities, for 2023-24 the total number of days recovered for attendance for Junior High Schools was 3,610; the total number of days recovered for High Schools was 12,041; and the District-wide total was 15,651. Overall, the Saturday Academy opportunity in AUHSD provides comprehensive support to students, helping them achieve academic success, stay on track for graduation, and prepare for future educational and career opportunities.

The implementation of programs to support student well-being, including MTSS and restorative practices, demonstrates a proactive approach to addressing mental and behavioral health needs. However, the suspension rates, particularly among foster youth, indicate an ongoing need to engage our foster youth. The District has 140 foster youth district-wide. Among our foster youth approximately 457 individual contacts were made through our social workers. Despite these efforts we continue to experience a greater than expected suspension rate for foster youth at 13.7% and low performance levels in ELA and Math. The District will continue with its focus on increasing course selection, providing

additional resources, and fostering mentoring relationships for foster youth. Additionally, the District will identify additional support and alternative disciplinary approaches to address the high suspension rates among foster youth students. The District's initiatives to support foster youth and McKinney-Vento students will continue to address the various aspects of their academic and social-emotional needs.

The effectiveness of the Alternative to Suspension program at AUHSD lies in its focus on understanding and addressing the underlying causes of students' behavior, promoting accountability, and providing them with the tools and support they need to make positive changes. By shifting from punitive measures to restorative and supportive practices, the program aims to reduce repeat offenses, improve student well-being, and create a more positive school environment. Approximately 992 total students completed the Pathways to Success Program (Alternative to Suspension) during the 2022-23 year.

The increase in students receiving direct social-emotional and mental health services indicates a need to maintain actions that pertain to social-emotional and mental health services. The District experienced close to 1500 more students receiving direct services from the baseline data (2020-21), which is an approximate 170 percent increase of students seen during the 2023-24 year.

The action supporting social-emotional and mental health was largely effective in promoting student well-being. The implementation of programs such as MTSS and restorative practices have contributed to positive school culture across the district. While suspension rates remain a concern, the increase in students receiving direct socio-emotional and mental health services is a positive indicator of progress.

The District's action in developing and implementing standards-based school counseling programs played a crucial role in supporting student success, particularly for those most in need. The District prioritized the creation of individualized six-year academic plans for each student, aligned with college and career goals. Counselors collaborated with students to develop these plans, which included course selections and extracurricular activities designed to prepare them for post-secondary success. The LCAP survey showed that 61% of students agree that they have reviewed their six-year plan and 64% of parents agree that they have reviewed their student's six-year plan. The district will continue to ensure that both students and parents are aware and understand the six-year plan.

The LCAP contributing actions to support Goal 3 will continue to aim to improve attendance, counseling support, social-emotional and mental health services and targeted support for foster youth students to improve student outcomes. These actions will contribute to the district’s goal of fostering a safe and positive school culture. The District will continue its collaboration between education partners and ongoing monitoring to further advance towards this goal. The District will also take a more targeted approach in addressing chronic absenteeism and reducing suspension rates. Continued collaboration between district administrators, staff, and community partners will be essential to building on successes and addressing remaining areas for improvement in the upcoming year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

A renewed focus on enhancing academic outcomes for low income, foster youth, and English learner (plurilingual) students prompted the revision of LCAP Goal 3, and the goal now reads: Provide and nurture a safe, positive, and inclusive school culture that is responsive to the assets and needs of all students, with specific attention to our district's students who are low income, foster youth and EL (plurilingual).

The District will also ensure that the metrics for this goal are broken down by the unduplicated subgroups. For the 2023-24 year the District administered what will be an annual culture and climate survey to students to gather their perception on Belonging, Connection, Engagement, Self-Awareness, Self-management and Well-being. Data from the survey will be reflected in the metrics moving forward.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. “Effectiveness” means the degree to which the actions were successful in producing the desired result and “ineffectiveness” means that the actions did not produce any significant or desired result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
        - The reasons for the ineffectiveness, and
        - How changes to the action will result in a new or strengthened approach.

California Department of Education
November 2023



Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Anaheim Union High School District	Roxanna Hernandez, Ed.D. Director, Learning and Development	hernandez_r@auhsd.us 714-999-3579

Plan Summary [2024-25]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The Anaheim Union High School District (AUHSD), founded in 1898, is an urban secondary school district with a student population of approximately 27,748. The District covers 46 square miles and stretches across the cities of Anaheim, Cypress, Buena Park, La Palma, and Stanton. Students span grades seven through twelve, speak sixty-six different languages in their homes, attend twenty campuses, and come to us from five feeder-elementary school districts. In AUHSD 78.2% of students are low income, as indicated by participation in the National School Lunch Program, 21.5% are English learners (plurilingual), and 0.5% are foster youth students. The demographic profile also indicates the following regarding student groups: 69.7% Hispanic, 13.4% Asian, 7.9% White, 3.9% Filipino, 2.1% Black/African-American, 2% two or more races, 0.4% Pacific Islander, and 0.4% American Indian/Alaskan Native.

AUHSD is proud to be a 2024 California Democracy School District, having five California Distinguished Schools, two National Blue Ribbon Schools, two Green Ribbon Award schools (green and silver), and thirteen California Gold Ribbon schools. Additionally, twenty schools are designated California Democracy schools and nine of those have been recognized with the California Civic Learning Award of Excellence.

The California State Board of Education approved the first round of grants out of the California Community Schools Partnership Program (CCSPP). In 2021-22 AUHSD became the proud recipient of over $23 million in implementation grant funding for eleven schools and two existing community schools. In 2022-23 two additional AUHSD schools became recipients of the CCSPP grant. Our family and community engagement has been enhanced with our now 15 AUHSD schools funded through the CCSPP grant as Community Schools. The AUHSD community schools approach creates a safe place at the heart of a community where students, families, educators, and staff are connected, as well as work together to expand opportunities and address the needs of the whole child. This approach, along with added staff, is allowing us to enhance our efforts to engage all families by increasing programming and services through a tiered system that is responsive to our community needs. All AUHSD schools implement a variety of programs focused on developing collaboration, creativity, critical thinking, communication, and compassion. These 5 Cs help drive diverse academic programming including career pathways, dual language immersion, dual enrollment with community colleges, advanced placement classes, and visual and performing arts programs. In AUHSD, we believe that students develop the 5 Cs through explicit instruction, consistent and intentional opportunities for practice, and reflection.

New this year is our Equity Multiplier (Equity Multiplier) funds. These funds provide additional funding to districts for allocation to schoolsites with prior year non stability rates greater than 25 percent and prior year socioeconomically disadvantaged pupil rates greater than 70 percent. Pursuant to California Education Code (EC) 42238.024. Gilbert High School (Continuation), Polaris Independent Studies (IS), and Cambridge Virtual Academy (CVA) qualify for the statewide Equity Multiplier funds. These school sites have taken feedback from their Educational Partner input groups during their Site Leadership Team meetings (SLT), School Site Council (SSC), District Site level meetings, and student interviews. These sites have developed a plan and identified goals and actions to provide evidence-based services in order to help their students obtain higher success rates and maximize student outcomes. Additional information about the Equity Multiplier is detailed in Equity Multiplier LCAP Goals 4, 5, and 6.

AUHSD Vision
To create a better world through Unlimited You.

AUHSD Mission
The Anaheim Union High School District, in partnership with the greater community, will graduate socially aware, civic-minded students who are life ready by cultivating the soft and hard skills.

AUHSD Core Values
We believe in and model the 5 Cs: collaboration, creativity, critical thinking, communication, and compassion.
We believe that education must work for students and not the other way around.
We believe in an assets-based instructional approach focused on our community's strengths and in nurturing everyone's potential.
We believe in moving the needle toward equity and justice.
We believe that our vision, mission, and core values are delivered primarily through instruction.
We believe in systems not silos.

We believe public schools should enhance and strengthen democracy through cultivation of student voice and problem solving.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The District-wide student performance levels in English Language Arts (ELA) for 2022-23, based on the California Dashboard indicate that 42.64% of students met or exceeded standard, 4.61% of English learners (plurilingual), 40.32% Hispanic/Latino, 29.41 homeless, 39.44% socioeconomically disadvantaged, and 14.47% students with disabilities met or exceeded Standard for ELA. The data analysis demonstrates that this is an area of needed growth for all students, with an even greater emphasis on improving achievement results for those with a Red indicator, which includes English learners (plurilingual), Hispanic/Latino, White, homeless youth, socioeconomically disadvantaged, and students with disabilities. Seven comprehensive high schools (Anaheim, J.F. Kennedy, Katella, Loara, Magnolia, Savanna, and Western) and seven junior high schools (Ball, Brookhurst, Dale, Orangeview, South, Sycamore, and Walker), and Polaris IS have one or more of the aforementioned student groups performing in the Red in the ELA CAASPP, according to the 2022-23 CA Dashboard data. Accordingly, the District is aware that there is still a lot of work to do because the overall rates leave room for improvement. The District meets with site principals, department chairs and district leaders to discuss how to improve our CAASPP scores through solid instruction and student support systems. To support the achievement in this area the District has developed a structure that allows us to think differently and more deeply about how to center the three main components of the Career Preparedness Systems Framework: Technical Skills, 21st Century Skills (Soft Skills), and Student Voice & Purpose, into the educational experiences of ALL students. AUHSD has developed and implemented the capstone program over the last two years, which is anchored by a system of performance task assessments that allow students to develop technical skills, soft skills, and voice. The capstone program was developed by each school as a means to enact its unique vision and values, and it outlines the ideal student experience for its school community. The capstone is a promise to AUHSD students -- the promise that AUHSD will deliver thoughtful, relevant, engaging experiences to prepare all students for meaningful, purposeful lives. AUHSD continued the implementation and refinement of the capstone program during the 2023-24 year. During year two of implementation, the District continued to support release periods for site's School Leadership Teams (SLT) to help refine performance task assessments and teacher professional learning on embedding student voice, the 5Cs, and technical skills into performance task assessments. Additionally during year two the district ensured that reflection is a part of the learning process, focused staff on using data to adjust performance task assessments to provide support for all student groups, and focused support on teachers identifying authentic audiences for performance task assessments. These efforts will continue during the 2024-25 year.

The District is committed to providing a comprehensive and rigorous math program with instruction that addresses the learning needs of all students. Based on the California Dashboard data for 2022-23 District-wide 23.96% of students met or exceeded standard, .61% of English learners (plurilingual), 8.23% Hispanic/Latino, 5.88% homeless, and 0.00% students with disabilities met or exceeded Standard for Math. Additionally, the student groups that fell in the Red include English learners (plurilingual), Hispanic/Latino, White, homeless, socioeconomically disadvantaged, and students with disabilities. All schools except Cambridge Virtual Academy, Hope School, Magnolia and Western did not have a subgroup in the Red, however, the District will concentrate on taking a comprehensive approach to improving teaching and learning in Math district-wide. AUHSD is focused on developing critical thinking, problem-solving skills, and a deep understanding of mathematical concepts and prioritizes a holistic understanding of mathematics that emphasizes real-world applications, creativity, and collaboration. Through Performance Task Assessments, teachers are working to create authentic mathematics experiences in

their classrooms that often are left out of traditional mathematics curriculum and to celebrate the rich and vibrant communities that support students and their lived experiences. This year and continuing next year teachers aim to foster a growth mindset in all students for the foundational development of lifelong learning skills. Particularly, as teachers develop these experiences for students to apply their mathematical knowledge, they are encouraged to use the Innovation Design Template to help them intentionally build in support for English learners (plurilingual), Hispanic/Latino, White, homeless, socioeconomically disadvantaged, and students with disabilities. AUHSD is continuously evaluating and refining math instruction to ensure that all students receive the support they need to succeed.

The District currently has several ongoing opportunities for teachers to engage in professional development regarding mathematics instruction and promoting student achievement, including but not limited to: monthly mathematics learning labs, book studies of research based instructional strategies, monthly department chair workshops, regional and national conferences, and ongoing professional learning communities at each of our sites. The Mathematics Learning Labs are structures created by AUHSD Mathematics teachers and were developed with the inclusion of evidence-based practices that include reflection, class observation with a focus on the Standards for Mathematical Practice and student-centered learning, as well as the study of articles and videos from experts in the field. Through collaboration with the teacher leaders, many of whom participated in fellowships and grants to embed research into their instructional practices and to build their capacity in supporting other educators, our teachers have a consistent community of support as they evolve their instructional practices. There is an intentional effort during the Mathematics Learning Lab workshops to reflect on practices to support English learners (plurilingual), Students with Disabilities, foster youth, Hipanic and homeless youth. Central to this work is building teacher capacity to structure learning that is student-centered, focused on dialog and discussion, and helps students to develop transference of knowledge between different mathematics concepts. Resources used for this work include the AUHSD LCAP recommendations for English learners (plurilingual), Students with Disabilities, and Foster Youth. Additionally, AUHSD offered co-teaching workshops specific to mathematics educators to encourage teachers serving Students with Disabilities and English learners (plurilingual) to continue to evolve the embedded supports they provide for mathematics instruction.

The District has also purchased several online tools and resources to assist in providing additional instructional support for each student's mathematics journey. This includes online components for the Math 7 and Math 8 instructional materials for the junior high school sites and online components for Math I, Math II, and Math III at the high school sites. The online components include guided support and practice for students to continue developing their skills. The district is also currently engaged in a grant with the County Office and a research partner to provide professional learning for teachers to support Female and Latinx students in developing STEM identities through mathematics and science courses. This grant includes three of our high school sites: Anaheim High School, Loara High School, and Cypress High School.

Anaheim Innovative Mentoring Experience (AIME) program has provided over 18,000 career mentoring and internship experiences to AUHSD students through a tiered mentoring program, which allows for a variety of corporate and community partners to participate in making a difference in the lives of students. Over 90 different corporations, community based organizations and nonprofits serve as partners. Students benefit from mentoring experiences that help them to prepare for the demands of college and career in an authentic environment. Through the hiring of a Career Readiness and Work-based Learning Specialist the coordination, implementation and expansion of high quality CTE programs has continued throughout the district. The Career Readiness and Work-based Learning Specialist assists the site level work-based learning coordinators in promoting AIME program events, and support and target access for unduplicated students. In the 2024 LCAP survey 88% of staff agree that their school site encourages students to explore diverse career options, and a combined 97% of students state that exploring diverse career options has made them feel confident, content, and/or excited about their future.

Civic engagement and learning plays a prominent role in the District. Over 76% of staff agree that they have facilitated a civic engagement activity with their school site, which might include AUHSD TalkS, Soapbox speeches, civic inquiry, and/or community service. Twenty schools have been designated California Democracy Schools, which demonstrates their commitment to time, resources, policies, and expertise to institutionalize high quality civic learning to prepare students for civic life in the 21st century. Nineteen sites have been recognized with California Civic Learning Awards. Nine sites (Cypress High School, Lexington Junior High, South Junior High, Savanna High School, Katella High School, Walker Junior High, Dale Junior High, Gilbert High School and Kennedy High School) have been awarded the Civic Learning Award of Excellence, the highest honor in California. In 2024 the District was named a California Democracy School District, the only school district to earn this prestigious distinction.

In terms of English learner (plurilingual) progress, the 2022-23 CA Dashboard shows that 41.7% of ELs are making progress towards English language proficiency District-wide, which falls slightly below the State average of 48.7%. The following school sites are demonstrating a Red EL progress indicator, Ball JHS, Brookhurst JHS, Cypress HS, Gilbert HS (Continuation), Kennedy HS, South JHS, and Walker JHS. The District will continue to provide professional learning opportunities for staff in the B.E.L.I.E.F. modules, provide English learners with extended learning opportunities such as Saturday Language Academy, Summer Language Academy, and EL Success Monitoring. The District is utilizing Ellevation and working on systematizing local EL progress monitoring data and supports to be delivered at the school sites. English learners are also being intentionally placed in Native speaker courses and Seal of Biliteracy pathways. As Ethnic studies courses were developed, the District has several ethnic studies embedded Native Speaker classes available for students. Teachers are also being very intentional in providing added academic support in their performance task assessments to address the diverse needs of English learners (plurilingual) students.

AUHSD offers Dual Language Immersion (DLI) at three feeder patterns: Global Leadership and Language Academy at Brookhurst JHS/Savanna HS; Spanish Dual Language Academy at Sycamore JHS/Anaheim HS; Vietnamese Dual Language Immersion Academy at Dale JHS/Magnolia HS. AUHSD successfully implemented Spanish Dual Language Immersion at South JHS in fall of 2023 with two full classes and at Katella HS in fall of 2025. Over 100 educators visited Sycamore Junior High School and Anaheim High School for the 2024 CABE Secondary DLI Site Visits. For the 2024 CABE Conference Newcomer and Long Term English Learner (LTEL) Site Visits, 50 educators were welcomed at South Junior High and Katella High School. AUHSD also presented in over 20 sessions at the 2024 CABE Conference. AUHSD's Director of Plurilingual students was awarded the distinction of CABE District Administrator of the Year (2024).

The Magnolia Agriscience Community Center (MACC) is an urban agricultural oasis that was built on the Magnolia High School campus. The MACC educates students, families, and the community about sustainable agricultural practices, nourishment, and community building. AUHSD students have an opportunity to learn NGSS Human Impact standards as well as CA Environmental Principles and Concepts during learning lab field trips to the MACC, geared towards 7th and 9th grade students. These field trips began in the Spring of 2022 and to date over 2,600 students have participated. The students create capstone projects during their human impact unit (typically taught in the spring semester) that incorporate civic engagement projects around environmental justice issues. Additionally, community members have an opportunity to learn about nutrition, environmental sustainability, and ways to grow their own food during MACC farm educational opportunities offered in collaboration with the community schools coordinator and FACES. The MACC has hosted 8 Farm to Table events with the community with over 732 attended, they hope to host an additional 4 community dinners for the coming 2024-25 year. This year Magnolia High School was named a 2024 California Green Ribbon School Award (Silver) for the work taking place through the MACC. For Summer of 2024 the MACC has a work based experience in collaboration with the City of Anaheim planned. The work based summer

experience will allow 80 students to learn about regenerative farming, culinary ROP connection, Environmental Civic Action Projects, Community Public Health, and iLab Marketing and Entrepreneurship.

AUHSD Board of Trustees passed an Ethnic Studies Resolution on May 6, 2021. The District hired an Ethnic Studies curriculum specialist who has led professional learning sessions on creating new ethnic studies courses. Professional learning on new courses continued throughout the school year and additional professional learning was provided to expand course offerings for the 2024-25 year. Currently, the Ethnic Studies district overview, as of May 13, 2024, demonstrates that of the eligible students in grades 9 and 10, 2005 have met the Ethnic Studies graduation requirement and 260 are in progress to meet the requirement.

The District's graduation rates for the class of 2022-23 were notably high at 91%, and specifically trending upward for socioeconomically disadvantaged students at 90.2%, surpassing the state average. However, disparities exist among subgroups, with lower rates observed for English learners (plurilingual) 79.5%, students with disabilities 76.1%, and foster youth 77.8%. The graduation rates for Gilbert High School (Continuation) are at 64.1% for all students, 61.6% English learners (plurilingual), 58.9% homeless, 66.7% socioeconomically disadvantaged, 66.7% students with disabilities, and 63.9% Hispanic/Latino. Gilbert has developed a Comprehensive Support and Improvement (CSI) plan to improve on their student performance and graduation rates. The plan outlines support with student's social-emotional needs and continue to develop policies, structures, and systems re-engage students in their learning, credit recovery opportunities, and continue to develop a system to support ELs, Foster Youth, Homeless, Hispanic/Latino, and students with disabilities (as well as other groups) with their language development needs, grades, on-target rates, graduation rates, classroom and state standardized assessments, College/Career, and A-G completion rates. While the A-G completion rates of 54.3%, also exceeded state averages, there are substantial gaps among subgroups, indicating areas for improvement in ensuring equitable access and targeted support for low income, foster youth, and English learner (plurilingual) students.

The Anaheim Union Educational Pledge (The Pledge) is a intersegmental partnership developed in 2017 with Fullerton and Cypress colleges; California State University, Fullerton (CSUF); the University of California, Irvine (UCI); and the City of Anaheim, to ensure that AUHSD graduates achieve their post secondary goals. The Pledge is formalized through a series of actions spanning across these institutions. In 2018, which was the inaugural class of The Pledge, the average GPA for first year students, over the 900 undergraduate campuses was 3.15 and for AUHSD students the average GPA at UC Irvine was 3.45. In 2021, which is the most current and available data for undergraduate students completing their first year, the average GPA was 3.25, and for AUHSD students at UC Irvine the average GPA was 3.46, demonstrating that AUHSD students are experiencing post secondary success. Additional successes include steady improvements in graduation rates and A-G completion. Graduation rates have remained steadfast at over 90%, greater than the State average. Additionally, A-G completion rates have increased by 11% and are above the State average. AUHSD has a 31% admission rate to UCI, while the overall admission rates are at 21%. AUHSD students also have higher persistence rates of 91.4% at UCI in comparison to the overall student population 86-88%.

Based on the CA Dashboard the percentage of high school graduates who are placed in the "prepared" level on the College/Career indicator is 46%, which exceeds the State average of 43.9%. The District is proud of its progress, but has also identified room for growth as it relates to English learners (plurilingual), Hispanic/Latino, White, homeless youth, socioeconomically disadvantaged, and students with disabilities, specifically at the following school sites, Gilbert High School (Continuation), Katella HS, Magnolia HS, Polaris IS and Savanna High School. For 2024-25 AUHSD will continue strengthening the connection between the students' interests & strengths to their six year plan, to course selection, and to the master schedule. The 2024 LCAP survey showed that 61% of students agree that they have reviewed their six year plan

and similarly 64% of parents and families agree that they have reviewed their student's six year plan. Building a strategic system will increase students' ability to take A-G course work, complete a CTE Pathway, earn the Seal of Biliteracy or take a Dual Enrollment course, which will increase graduation rates and college and career readiness. Some next steps also include: implementation of a district-wide 6 year plan through Aries and eKadence that ties in the student strengths assessment in Thrively, leveraging master schedule processes to ensure access for student groups in CTE, World Languages, VAPA and Dual Enrollment.

The District utilizes the data collection process to provide students a platform to express their perceptions, responses, and beliefs on school connectedness, resiliency, protective factors, and risk behaviors. AUHSD administers the California Healthy Kids Survey every 2 years and an LCAP Survey annually, which had approximately 14,862 students respond.

The following are student response rates from the 2023-2024 LCAP surveys related to school climate:
87% feel accepted at their school for who they are
79% get what they need to be successful in all of their classes or more than half their classes
81% are cared for and treated with kindness in all of their classes or more than half their classes
64% care about other students at their school
69% have at least one adult they can go to at their school to ask for help
76% reported their teachers have high expectations for them in all of their classes or more than half their classes

AUHSD focuses on the wellness and mental health of both students and staff. AUHSD continues to improve the school climate by implementing resources such as Capturing Kids' Hearts and working with restorative justice specialists to support our schools to promote skill development, self-managing classrooms, decrease discipline issues, focus on building community and fostering respect and resolving conflict. The District has Licensed Clinical Social Workers (LCSW) assigned to every school site. The LCSW's also provide support and professional development related to Mental Health/Mental Wellness to staff, students, and families.

In AUHSD, students are encouraged to have a voice and purpose. Classroom instruction focuses on the 5C's (Communication, Collaboration, Creativity, Critical Thinking, Character) and Career Preparedness Systems Framework to improve academics, increase student engagement, and increase positive behaviors. AUHSD implements Positive Behavior Intervention Supports at each school, a focus on Multi-Tiered Systems of Support, and fully implemented school safety teams. Each high school has a student ambassador that leads their respective school's Raising Students Voices and Participation (RSVP) Program. RSVP students work alongside the administration of their school and how they can make an impact on their site. Students develop self-advocacy, leadership skills, are encouraged to be civically engaged and participate in service opportunities.

AUHSD focuses efforts to ensure that students, parents, and community members feel safe at school and in our communities. AUHSD has added six School Resource Officers, increased the number of Campus Safety Aides (CSAs) district-wide, increased the number of surveillance cameras on campuses, and provided an anonymous Safety and Wellness web-based reporting platform. Additionally, consistent collaboration with city officials has improved the relationship between school site safety teams and the school community.

Close analysis of the Chronic absenteeism data on the 2022-23 CA Dashboard indicated that 25% of all students are chronically absent, 33.4% English learners (plurilingual), 43.9% homeless, 28.9% socioeconomically disadvantaged, 36.1% students with disabilities, 33.2% Black/African American, 31.3% American Indian, 29.9% Hispanic/Latino, and 47.6% Pacific Islander. The following school sites had one or

more subgroups in the Red for Chronic absenteeism: Ball JHS, Brookhurst JHS, Dale JHS, Orangeview JHS, South JHS, Sycamore JHS, and Walker JHS. To improve attendance the District convened an Attendance Task Force and provided recommendations to all school sites to be implemented this school year. Every school convened an attendance site team to implement and support the recommendations made by the task force. The recommendations that were developed through the Attendance Task Force, include administration responsibilities, teacher responsibilities, classified support, and home visit protocols. The District's Student Support Services worked with site attendance teams, attendance staff, outreach staff, family and community engagement staff, and community schools staff to proactively support improved attendance. Attendance and Chronic absenteeism is also a topic addressed in every task force (Foster Youth, Students with Disabilities, and Plurilingual/English Learner), which meets with the school sites twice per year.

The Attendance teams at the sites are led by an administrator and meet monthly to monitor attendance data and trends, identify students to review utilizing the Education Monitoring Team (EMT) process, with multi-tiered approaches to supporting individual students and their families. During these site level meetings the sites develop agendas and create individualized actions and strategies to support the needs of chronically absent students. The challenges in the implementation of site level Attendance teams has been systematizing the practices across all school sites. The District has outreach workers that conduct home visits in efforts to engage parents and families as partners in improving attendance and applying tailored interventions. With a limited number of outreach workers the volume of home visits for chronically absent students were very high. The District is in the process of training Community School Coordinators and additional staff to proactively conduct home visits prior to students becoming chronically absent. The District will also leverage relationships with community partners to offer resources to support students and families in efforts to remove barriers contributing to absenteeism.

According to the 2022-23 CA Dashboard data the District-wide suspension rate is at 3.8%, which closely mirrors the States suspension rate of 3.5%. The District has developed systems and practices to help reduce suspensions, specifically as it relates to foster youth who have a 13.7% suspension rate for the 2022-23 year. Additional attention will be placed on school sites with a higher suspension rate specifically among English learners (plurilingual), homeless, students with disabilities, Hispanic/Latino, Black African/American, and White youth. The schools that have a higher suspension rate for one or more of the aforementioned student group(s) include Anaheim HS, Ball JHS, Dale JHS, J. F. Kennedy HS, Orangeview JHS, Savanna HS, Sycamore JHS, and Walker JHS. Alternatives to suspension, such as Restorative Practices, will be further developed and implemented. These practices will include conflict resolution, peer mediation, and restorative circles, aimed at repairing harm and restoring relationships rather than simply punishing students. This year the effectiveness of the Alternative to Suspension program at AUHSD lies in its focus on understanding and addressing the underlying causes of students' behavior, promoting accountability, and providing them with the tools and support they need to make positive changes. By shifting from punitive measures to restorative and supportive practices, the program aims to reduce repeat offenses, improve student wellbeing, and create a more positive school environment. Approximately 992 total students completed the Pathways to Success Program (Alternative to Suspension) during the 2022-23 year.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

AUHSD became eligible for Differentiated Technical Assistance due to low academic indicators in English Language Arts (ELA) and Math, particularly for specific student subgroups. The identified subgroups in the Red for ELA include English learners (plurilingual), foster youth, homeless students, socioeconomically disadvantaged students, students with disabilities, and Hispanic/Latino students. For Math, the

subgroups in the Red are English learners (plurilingual), homeless students, students with disabilities, and Hispanic students. Additionally, AUHSD is addressing chronic absenteeism for all students and the suspension rate for foster youth. To address the various needs for improvement the following Goals and Actions have been developed; Goal 1: Actions 1.1, 1.2, 1.5, 1.6, 1.7, 1.9, and 1.10; and Goal 3: Actions 3.1, 3.2, 3.3, 3.5. Through these actions the District plans to improve student achievement, chronic absenteeism, and suspension rates for foster youth.

The District has engaged in Differentiated Technical Assistance and partnered with the Orange County Department of Education (OCDE) to provide targeted interventions for these subgroups and address the specific challenges they face. The work underway includes data analysis and identification of assets and needs of student subgroups. The district is conducting detailed data analysis to identify specific areas for growth for each subgroup. This includes disaggregating data by subgroup to understand the unique challenges faced by English learners, foster youth, homeless students, socioeconomically disadvantaged students, students with disabilities, and Hispanic/Latino students in ELA and Math. Additionally the district is engaging the Additional Targeted Support and Improvement (ATSI) and Comprehensive Support and Improvement (CSI) sites in a series of professional learning and coaching in action research design. The process will include:

10 hours of in-person workshop time
~Go deep on each stage
~Identify data sources
~Apply data analysis

Zoom checkins (<30 min.) during Site Leadership Team (SLT) Core meetings
~Data collection (our team and your team)
~Data analysis presentations (brief write-ups)

Sites will develop action plans which outline the District's Theory of Change, school's vision, Theory of Action, and objectives. Sites will work on a rationale for the plan, which makes the thought process of the SLT clear and explicit to themselves, the school, the district, and the community. They will identify objectives, which breaks the action plan into manageable pieces. They will work on task completion to achieve objectives, assigning responsibility to generate ownership, develop deadlines to mitigate non-completion, identify site and district resources, which are essential to make change, and identify success signals to ensure they are making progress. This action plan will lead to the development processes of the Single Plan for Student Achievement (SPSA) and will help create greater alignment with the District LCAP.

Additionally, the District will continue with implementing a District-wide focus on equitable grading, attendance and chronic absenteeism. All sites have convened an Attendance Committee, which meets regularly to develop and implement strategies to address chronic absenteeism for all students, including monitoring attendance data, providing outreach to families, and offering support services such as counseling, tutoring, home visits and flexible scheduling.

To address the suspension rate for foster youth students the District is implementing restorative justice practices and additional support through our team of social workers to reduce suspension rates for foster youth. The District is working on providing on-going professional learning for staff on trauma-informed practices and effective behavior management strategies to better support foster youth.

The process of continuous improvement will help monitor the effectiveness of implemented strategies through data collection and analysis. This includes tracking academic progress, attendance rates, and suspension data for the targeted subgroups. The district and the sites will regularly assess the impact of professional learning and interventions, curriculum development and make adjustments as needed to ensure continuous improvement.

The District's engagement in Differentiated Technical Assistance, has provided valuable support in addressing the specific needs of subgroups with low academic indicators in ELA and Math. By focusing on data-driven decision-making, targeted professional development, inclusive curriculum updates, and comprehensive support programs, the District is committed to improving outcomes for all students. The collaborative efforts between the District, school sites, educational partners, and OCDE ensure that AUHSD remains responsive to the assets and needs of its diverse student groups.

Additional strategic goals and objectives include:
~Deepen the Anaheim Collaborative: Increase coherence and reduce education system fragmentation with all partners' input.
~Expand the Capstone: Ensure every AUHSD student develops technical and 21st-century skills through Performance Task Assessments.
~Use Metrics: Measure the 5Cs and align accountability and instruction to prepare students for global society and economy. (UCI Reflection & eKadence Community Hub). Increase student internships by 50% by 2027.
~Build a System of Leading Teachers: Develop a professional learning community to share expertise and uplift evidence of impact. (eKadence Community Hub / Social network)
~Development of the AI-informed tool needs community input and continuous support to transform teaching and learning practices.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

The following schools within AUHSD have been identified eligible for Comprehensive Support and Improvement (CSI)

Junior High Schools:
Ball Junior High
Dale Junior High
South Junior High

High School:
Gilbert High School (Continuation)

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

The District has and will support the identified school sites in developing their school action plan by implementing a series of professional learning and coaching sessions with the Site Leadership Teams. District-wide needs and assets surveys with disaggregated data by school site will be conducted to provide useful feedback regarding academic achievement, attendance, socioemotional needs of students and families. This will allow for a deeper understanding of the school context, help facilitate development of a clear strategy, facilitate identification of clear implementation steps, and facilitate creation of a practical action plan to address root causes. The Comprehensive Support and Improvement (CSI) eligible school sites will incorporate this feedback loop to uncover and address resource disparities and implement an action plan.

The school leadership team under the direction of the principal will meet regularly to address the needs of their school and implement their plan. These processes are supported by District Administrators who meet with the identified sites on a regular basis. The school leadership team is further informed by District Task Forces in the areas of English learners (plurilingual), students with disabilities (SWD), foster youth, attendance, and discipline. These task forces recommend evidence-based interventions and best practices for all schools. The school has a dedicated team for these student groups who work to implement these recommendations and inform the leadership team.

For the 2024-25 year the District will work closely with the identified schools to conduct a comprehensive needs assessment. This assessment will aim to identify the specific challenges and areas requiring improvement. It will involve gathering data on student performance, school culture, staff capacity, and other relevant factors. The District will use various tools, including the Resource Equity Diagnostic Tool, Theory of Action processes to assess whether there are any resource inequities affecting the school's ability to provide quality education to all students. The District and school leadership team under the direction of the principal will meet regularly and provide guidance on examining budget allocations, access to technology and instructional materials, teacher qualifications, class sizes, and other factors that can impact educational opportunities for different student groups. These practices will assist the school with interpreting the results, and understanding the implications of resource disparities.

If and when any resource inequities are identified through the needs and assets assessment and diagnostic tool, the District will support the school in developing evidence-based interventions to address these inequities. These interventions will focus on providing targeted resources and support to students who need it the most, ensuring equal access to opportunities, and improving teaching and learning conditions.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

The school site action plans are a comprehensive strategy that incorporates evidence-based interventions to improve student outcomes and address resource inequities. The District will closely monitor and offer ongoing support during the implementation process, ensuring that the school site's plans are effectively put into action. Additionally, to ensure the success of the CSI plans and the equitable distribution of resources, the District will collect data on the effectiveness of interventions, assessing whether resource inequities are decreasing, and making adjustments as necessary.

The District will provide professional learning and coaching opportunities for school leaders and staff to build their capacity in recognizing and addressing resource inequities. Training will focus on equity-centered practices, data analysis, and resource allocation strategies. The District will help the school in understanding and addressing resource inequities through data-informed decision-making, evidence-based interventions, and continuous improvement efforts. By providing guidance, tools, and ongoing support, the District will help the school sites create more equitable learning environments for all students.

District administrators will monitor the implementation of the school site's action plans by meeting with the site during the first quarter of the 2024-25 year to review their SPSA and current implementation. This meeting will also allow the school and District to adjust any planned activities based on the most current data available. Additionally, the sites will report out to the District on the progress of the school's SPSA, English learner action plan, students with disabilities and foster youth action plan. This will occur once each semester. The site principal will be assigned a District level coaching administrator to further assist and ensure consistent implementation of the school's plan.

Working with the District's Education Division, the sites will review data points such as grade distributions, credit completion, attendance, student academic progress, and engagement in intervention opportunities to determine effectiveness. This information will be shared within the school leadership team and site level task force meetings.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
LCAP Educational Partner Engagement - Surveys (inclusive of students, parents and families, staff, and community partners)	The LCAP stakeholder input process began with surveys completed by students, parents and families, staff, and community members. The District received a total of 18,831 responses. Responses received from across the Districts included 14,862 students, 2,545 parents and families, 1,398 staff, and 26 survey responses from community members. The surveys were completed in February 2024, and data was shared and incorporated into the educational partner engagement process, which consisted of five meetings that occurred from February to May 2024.
LCAP Steering Committee Meetings	Five steering committee meetings were held to oversee the LCAP process, plan engagement meetings, consult with necessary partners, and debrief the findings from the educational partner engagement meetings. The LCAP Steering Committee was comprised of the Assistant Superintendent of Educational Services, the Executive Director of Educational Services and representatives from the following groups: directors, coordinators, principals, assistant principals, counselors, curriculum specialists, teachers, classified staff, students, parents and families, community members, and representatives from local bargaining units. The LCAP Steering Committee meeting dates were as follows: January 25, February 15, March 7, April 4, April 8, and April 22, 2024.
LCAP Orientation Workshops	Two parent and family LCAP orientation workshops were held on January 23, 2024 for Spanish speaking parents and families, and January 25, 2024 for all parents and families. We also held two separate student LCAP orientation workshops on the same dates.

Educational Partner(s)	Process for Engagement
LCAP Educational Partner Engagement (inclusive of students, parents and families, community partners, teachers, principals, administrator, and other school personnel)	The educational partner engagement process consisted of five meetings that occurred from February to May 2024. Three of the meetings were conducted in focus groups, and the other two meetings were held at-large. All meetings included students, parents and families, staff, and community partners. The District provided transportation/bussing to allow for more student and parent and family engagement in the process. Four focus groups, structured around the eight State Priorities, were created to help guide the work that was completed during the engagement meetings. Focus group members concentrated on conducting a needs gap analysis on the Goals, Actions, State priorities and tied metrics. Consequently, draft recommendations that were related to the State Priority(ies) assigned to their focus group were developed. Each focus group consisted of equal representation of educational partners. Focus group members examined and refined LCAP priorities through the lens of the State Priority to which they were assigned. This year the focus groups also provided input on updating the existing LCAP Goals and the Steering Committee worked on refining those goals to reflect the input form the groups.
Greater Anaheim Special Education Local Plan Area (GASELPA)	The Special Youth Services director consulted with the Greater Anaheim SELPA administrator to ensure the LCAP addressed any areas of need particular to students with disabilities. This additional input further informed the recommended actions to be implemented in the LCAP. Consultation dates were January 19, February 16, March 22, and April 16, 2024.
District English Learner Advisory Committee (DELAC)	The District presentations and input workshops were provided to the DELAC. LCAP orientation and information workshops took place September 15 and October 17. Followed by LCAP input meetings on January 23 and March 5, 2024.
Superintendent's Parent Advisory Committee (SPAC)	District administrators also met separately with the Superintendent's Parent Advisory Committee (SPAC) throughout the year.
Equity Multiplier Educational Partner Input	The District held consultation meetings from members of each school site receiving Equity Multiplier funds on the following dates: October 23, 2023; February 27, April 2, May, 7, May 8, May 9 and May 14, 2024. Additionally, Gilbert High School (Continuation), Polaris Independent Studies (IS), and Cambridge Virtual Academy (CVA) have taken feedback from their Educational Partner input groups

Educational Partner(s)	Process for Engagement
	during their Site Leadership Team meetings (SLT), School Site Council (SSC), District Site level meetings, and student interviews. These sites have developed a plan and identified goals and actions to provide evidence-based services in order to help their students obtain higher success rates and maximize student outcomes.
Parents and families of students with exceptional needs (LCAP Focus Group 1, 2, 3, & 4)	During the LCAP Education Partner Engagement process LCAP Focus Groups conducted needs and gap analysis, with close attention paid to unduplicated pupils and additional important student groups such as homeless and students with exceptional needs. Participants in the Focus Groups were parents, including parents and families of students with exceptional needs. Focus groups met on February 27, March 21, and April 9, 2024.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Feedback, ideas, and recommended priorities for the development of the Local Control and Accountability Plan (LCAP) were gathered via an online LCAP survey with 18,831 responses and various in-person focus group meetings inclusive of education partners, directors, coordinators, principals, assistant principals, counselors, curriculum specialists, teachers, classified staff, students, parents and families, community members, and representatives from local bargaining units. The breakdown in education partner engagement attendees is as follows: 165 parents and families, 249 students, 247 staff, and 11 community members attended one or more LCAP Educational Partner Engagement focus groups and/or whole group meetings. This rich data was utilized to inform the LCAP. Listed below is a summary of the feedback provided, recommended priorities and commendations made from the AUHSD Educational Partner engagement processes.

Feedback from the LCAP survey indicated that 90% of parents and families agree that their student's teachers include the 5Cs in their activities and lessons, and similarly 93% of students agree that their teachers include activities and lessons which incorporate the 5Cs. 88% of staff agree that their school site encourages students to explore diverse career options. In terms of being aware of the dual enrollment college opportunities offered at each school, which allows students to take college courses for both college and high school credit 83% of students agree and 82% of parents and families also agree that these opportunities are offered to students at their school sites. This information in addition to the feedback provided at the Education Partner engagement meeting led to the Steering Committee's revision of LCAP Goal 1 to include a whole child approach in ensuring students, “will be college, career, and life ready by successfully demonstrating 21st Century Skills, Youth Voice and Purpose, and Technical Skill."

Recommendations from the DELAC included continuing to strengthen building parent leadership capacity and continue to promote inclusive, engaging environment for English learner (plurilingual) and newcomer students through:
~strengthening ELACs at the school sites, organize DELAC/ELAC collaboration with other parent groups and community organizations and engage in articulation with feeder DELAC/ELACs
~supporting and understanding Career Preparedness Systems Framework via parent learning walks and capstone portfolio interviews
~invite guest speakers/role models (i.e. community members and former EL students) to classrooms, schools, district events

~continue to provide training to parents and staff on mental health, socio-emotional needs, and cultural competencies
~continue to create more awareness around the needs of special education students
~continue encouraging work around the B.E.L.I.E.F. modules, EL Shadowing, EL Toolkits, Project LEARN and increasing teacher capacity to decrease the opportunity gap and increase the access and success of English learner (plurilingual) students.

Through the recommendations of the DELAC and the LCAP Focus Group input all District LCAP Goals emphasize providing specific attention to our District's students who are low income, foster youth, and EL (plurilingual). Additionally, the District is committed to amplifying student and community voice through a community school approach model, which may include community voice circles to listen and capture the experiences of students and families, centering the classrooms and the performance task assessments around the community schools approach and expanding horizons through dynamic partnerships. All three previous LCAP Goals were revised and included in the 2024-25 LCAP. Additionally, as a result of the Equity Multiplier input meeting with school site level Education Partners, Gilbert HS, Polaris IS, and Cambridge Virtual Academy (CVA), have developed a Goal for their site and several actions that will support student outcomes during the 2024-25 school year.

The LCAP survey also provided feedback on the efforts to engage and keep parents and families informed. 94% of parents and families agree that their school makes efforts to keep them informed about important issues and events. Parents and families also responded that their student's teachers have communicated with them through the following ways: 75% via email, 43% via Aeries, 33% via text messaging, 21% via phone calls, and 12% in person. When asked if parent events at their student's school are relevant, which might include Coffee with the principal, Parent Leadership Academies, Parent Learning Walks and informational workshops 85% agree that they are relevant. The feedback and input provided by parents and families led to the revision of LCAP Goal 2, which now emphasizes co-creating educational opportunities for all parents and families, through a community school’s approach, and providing meaningful culturally and linguistically responsive educational opportunities to advocate for the assets and needs of all students.

The LCAP survey also reflected that 83% of students agree that they know where to seek mental health support, if needed (i.e. school counselor, social worker, psychologist). In terms of students who feel a sense of belonging and feel respected, accepted, and supported by teachers and peers, 87% of students agree that they feel accepted at school for who they are. When it comes to connection, students who are connected believe adults and peers in the school care about their learning as well as them as individuals, 69% state they have at least one adult in the school they can go to for help. Students who are engaged demonstrate levels of interest, enthusiasm, and involvement they have for their learning, 81% agree feeling confident they can complete difficult school work. When asked if their student(s) has participated in school-related extracurricular activities or programs, which might include sports, clubs, committees, Saturday Academy, Visual and Performing Arts (band, choir, dance, theater) 76% replied yes. 91% of parents and families also agree that their student has been positively impacted by the participation in school-related extracurricular activities or programs. Through the feedback received, Goal 3 was revised to ensure that providing an "inclusive school culture that is responsive to the assets and needs of all students," was emphasized.

The consultation through the LCAP survey and the various LCAP Focus Group meetings the following top three recommended priorities were made and have been included as new/revised actions in the 2024-25 LCAP. The recommendations include:

Action 3.4: School administrators, faculty, facilities and maintenance staff, and community volunteers will implement a comprehensive plan to upgrade and maintain school facilities. This includes repairs, renovations, and necessary improvements to ensure a safe and healthy learning environment, which is crucial for the academic success and wellbeing of all students, including low income, foster youth, and EL

(plurilingual). Upgrading facilities demonstrates a commitment to equity and enables students to thrive.

Action 3.6: The District will continue its efforts, as funding permits to allocate staffing (social workers, counselors, FACES, community school coordinators) for every site specifically to support foster youth and low income (McKinney-vento) students to provide transportation, mentoring programs, supplies, mental health services, and care coordination with outside agencies.

Action 1.10 : The District will continue its efforts to reduce class size, retain teachers, and offer professional learning that increases student engagement, and improves the teachers' ability to address the assets and needs of all students, with specific attention to our district's students who are low income, foster youth and EL (plurilingual) students, as funding permits.

Below are all of the recommendations made from the LCAP Focus group meetings (not in ranking order).

~To increase the proficiency for students and staff in using technology for educational purposes and preparing students for life after graduation, the District will:

- Research and purchase tools that all students have access to (connectivity and devices)
- Implement proper professional learning for the tools to maximize their effectiveness.

~School administrators, faculty, facilities and maintenance staff, and community volunteers will implement a comprehensive plan to upgrade and maintain school facilities. This includes repairs, renovations, and necessary improvements to ensure a safe and healthy learning environment, which is crucial for the academic success and wellbeing of all students, including low income, foster youth, and EL (plurilingual). Upgrading facilities demonstrates a commitment to equity and enables students to thrive.

~The District will continue its efforts to increase the number of school counselors, as funding permits to support academic development to ensure all students, including low income, foster youth, and EL (plurilingual) students are aware of and meet the A-G requirements, learn about possible post-graduate education, receive personalized academic guidance and support to ensure that all students are college and career ready.

~The Plurilingual Services Department will provide district-wide EL (plurilingual) professional learning support (such as B.E.L.I.E.F. Modules) for all teachers (not just ELD teachers) and Bilingual Instructional Aides (BIAs); the strategies will benefit all students as well. Based on available funds and site needs more BIAs will be hired to provide the necessary support for our plurilingual newcomer students.

~Modify action 1.10: The District will continue its efforts to reduce class size, retain teachers, and offer professional learning that increases student engagement, and improves the teachers' ability to address the assets and needs of all students, with specific attention to our district's students who are low income, foster youth and EL (plurilingual) students, as funding permits.

~The District will appoint parent representatives to the Greater Anaheim Special Education Local Plan Area (GASELPA) Community Advisory committee and disseminate information gathered in those meetings to all parents of Students with Disabilities as appropriate. Hire FACES assigned to represent special education parents at all schools, as funding permits.

~The District will revamp Parent Leadership Academy, which will include placement of parents on committees, professional learning for

parents, parent training to recruit and engage parents to present to the school community.

~The District and school sites will work collaboratively to ensure the availability of interpreters in multiple languages to enhance on site family and community engagement, IEPs and other parent communication.

~Teachers and school site staff will attend professional learning yearly provided by the District focused on social emotional, mental health, low income, foster youth, EL (plurilingual) student groups to ensure lesson design and classroom environments are culturally engaging and relevant for students.

~The District will continue its efforts, as funding permits to allocate staffing (social workers, counselors, FACES, community school coordinators) for every site specifically to support foster youth and low income (McKinney-vento) students to provide transportation, mentoring programs, supplies, mental health services, and care coordination with outside agencies.

From these recommendations, LCAP goals were revised and some new goals were added to better align with the needs of the students, parents, and families served by the District. Consequently, new or revised actions were integrated into the plan, and respective divisions such as the English Learner (Plurilingual) Department, Student Youth Services, and the Family and Parent Engagement Office are actively working to address the recommendations directly.

The English Learner (Plurilingual) Department is enhancing its programs by implementing more robust language acquisition supports and culturally responsive teaching strategies. They are expanding professional learning opportunities for teachers to improve instructional practices for English learners. The department is also increasing access to bilingual resources and creating more inclusive classroom environments. Furthermore, they are organizing workshops for parents of English learners to help them support their children's language development and academic progress at home.

Student Youth Services is working on appointing parent representatives to the GASELPA. They are planning to enhance communication channels to ensure parents are well-informed and actively involved in their children's education.

The Family and Parent Engagement Office is dedicated to fostering strong school-family partnerships. The office is offering a variety of training sessions and workshops for parents, and co-creating asynchronous modules focusing on topics such as navigating the educational system, supporting homework and learning at home, and accessing school and community resources all of these account for a thriving family engagement structure.
The collaborative efforts of the English Learner (Plurilingual) Department, Student Youth Services, and the Family and Parent Engagement Office demonstrate a comprehensive and integrated approach to addressing the recommendations and supporting the community.

Through the consultation process the District is ensuring that its efforts are more targeted and effective in meeting the diverse needs of its student population. These actions not only aim to improve academic achievement but also enhance the overall well-being of students and foster a supportive and inclusive school environment.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Through a Whole Child approach, all students, with specific attention to our district's students who are low income, foster youth and EL (plurilingual), will be college, career, and life ready by successfully demonstrating 21st Century Skills, Youth Voice and Purpose, and Technical Skills.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal was created to develop 21st century skills including collaboration, creativity, critical thinking, communication, and compassion since these are essential components of post-secondary and career readiness. This goal also cultivates student voice and purpose across all content areas and through integrated initiatives to ensure student engagement and motivation are consistently high. Lastly, this goal provides technical skills through Career and Technical Education Pathways leading to certificates, dual credit opportunities with community colleges, and mentorships and internships with businesses and nonprofit organizations. The percentage of students who completed at least one CTE Pathway and A-G requirement was 21.08% district-wide, 21.04% for low income students, 11.58% for English learner (plurilingual) students, 17.9% for students with disabilities (SWD), and 11.94% for foster youth students, demonstrating an on-going need to grow in this area.

The professional learning plan equips educators with the skills to deliver effective instruction that integrates critical thinking, creativity, collaboration, communication, and compassion. Effective instruction, using research based methods, engages students in meaningful learning, tailored to meet the needs of individual students, especially disadvantaged ones. Providing up-to-date instructional materials ensures all students have the resources needed for academic success. Access to technological resources, such as devices and internet connectivity, bridges the digital divide for low-income and foster youth, enhancing digital literacy and online learning.

A broad course of study offers students a diverse curriculum, including Career and Technical Education (CTE), Visual and Performing Arts (VAPA), and World Languages, allowing exploration of interests and development of various skills. English learner student academic and language supports help EL students achieve language proficiency and academic success through targeted instruction and additional support. Expanded instructional options, such as after-school programs, summer school, and online courses, provide multiple pathways for academic success and post-secondary preparation. The effectiveness of these actions is measured by metrics such as graduation rates, A-G completion rates, fully credentialed teachers, ELA and Math CAASPP scores, AP exam pass rates, and access to a broad course of study. Additionally, the attainment of the Seal of Biliteracy and the Seal of Civic Engagement, along with EL student progress on ELPAC, are tracked to ensure students are gaining necessary skills.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	Graduation Rate	C/O 2023 District- 91.00% SED- 90.2% EL- 79.5% SWD- 76.1% FY- 77.8%			District- 95% SED- 94% EL- 83% SWD- 80% FY- 80%	
1.2	A-G Completion	C/O 2023 District- 54.3% SED- 50.2% EL- 21.6% SWD- 22.4% FY- 26.2%			District- 58% SED- 54% EL- 25% SWD- 26% FY- 30%	
1.3	Teachers are appropriately assigned	Less than 1% of teachers are misassigned			Less than 1% of teachers are misassigned	
1.4	Teachers are fully credentialed	2023-24 Less than .5% of teachers lack full credential including EL authorization			Less than .5% of teachers lack full credential including EL authorization	
1.5	Students have sufficient access to standards-aligned instructional materials	2023-24 All students have access to standards-aligned materials			All students have access to standards-aligned materials	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.6	State adopted academic and performance standards are implemented	2023-24 100% of academic and content and performance standards are implemented			100% of academic and content and performance standards are implemented	
1.7	CAASPP ELA results	2022-23 District- 42.64% Exceeded/Standard Met SED- 35.25% EL- 4.25% LTEL- 2.88% SWD- 10.3% FY- 34.21% Homeless- 21.95% Hispanic- 32.07%			District- 48% Exceeded/Standard Met SED- 40% EL- 10% LTEL- 10% SWD- 15% FY- 40% Homeless- 25% Hispanic- 37%	
1.8	CAASPP Math results	2022-23 District- 23.96% Exceeded/Standard Met SED- 16.42% EL- 1.96% LTEL- .65% SWD- 3.46 % FY- 5.4% Homeless- 10.10% Hispanic/Latino- 12.26%			District- 30% Exceeded/Standard Met SED- 20% EL- 6% LTEL- 5% SWD- 7% FY- 9% Homeless- 14% Hispanic/Latino- 16%	
1.9	CAASPP ELA results for schools with a Red indicator	2022-23 District - 42.64% met or exceeded standard			District - 48% met or exceeded standard	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Junior High Schools: Dale JHS- 24.41% South JHS- 22.16% High Schools: Loara HS- 34.63% Polaris IS- 38.2%			Junior High Schools: Dale JHS- 29% South JHS- 27% High Schools: Loara HS- 40% Polaris IS- 43%	
1.10	CAASPP Math results for schools with a Red indicator	2022-23 District- 23.96% Exceeded/Standard Met Junior High Schools: Ball JHS- 8% Dale JHS- 14.49% Orangeview JHS- 15.84% South JHS- 8.04% Sycamore JHS- 5.76% High Schools: Anaheim HS- 9.25% Loara HS- 13.81% Polaris IS- 9.42% Savanna HS- 13.5%			District- 30% Exceeded/Standard Met Junior High Schools: Ball JHS- 13% Dale JHS- 19% Orangeview JHS- 20% South JHS- 13% Sycamore JHS- 11% High Schools: Anaheim HS- 14% Loara HS- 19% Polaris IS- 14% Savanna HS- 19%	
1.11	Percentage of AP exams passed with "3" or higher	2022-23 57%			60%	
1.12	LCAP Survey - 5 Cs Implementation in District Classrooms	2024 LCAP Staff survey- 93% are committed to implementing the 5 Cs			LCAP Staff survey- 96% are committed to implementing the 5 Cs	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		2024 LCAP Student survey- 93% state the 5 Cs are incorporated in the classes ~Character & Compassion - 92% ~Collaboration - 95% ~Communication - 94% ~Creativity - 91% ~Critical Thinking - 95%			LCAP Student survey- 96% state the 5 Cs are incorporated in their classes ~Character & Compassion - 95% ~Collaboration - 98% ~Communication - 97% ~Creativity - 94% ~Critical Thinking - 98%	
1.13	Access to a broad course of study- Percentage of students enrolled in VAPA courses	2023-24 (Fall) 46.41% 2023-24 (Fall & Spring) 56.96%			60%	
1.14	Access to a broad course of study- Percentage of students enrolled in CTE courses	Fall 2023-24 57.46%			65%	
1.15	Access to a broad course of study- Percentage of students enrolled in world language courses	Fall 2023-24 32%			48%	
1.16	Seal of Biliteracy	C/O 2023 1083 students earned the Seal of Biliteracy			1500 students earned the Seal of Biliteracy	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.17	Seal of Civic Engagement	C/O 2024 2735 students earned the Seal of Civic Engagement			3100 students earned the Seal of Civic Engagement	
1.18	Percentage of EL students who make progress as measured by the ELPAC (ELPI)	2022-23 District- 41.7% making progress Schools with a Red indicator: Junior High Schools: Ball JHS- 37.3% Brookhurst JHS- 37.1% South JHS- 37.3% Walker JHS- 31.3% High Schools: Cypress HS- 44.7% Kennedy HS- 40.2%			District- 47% making progress Schools with a Red indicator: Junior High Schools: Ball JHS- 42% Brookhurst JHS- 42% South JHS- 42% Walker JHS- 36% High Schools: Cypress HS- 50% Kennedy HS- 45%	
1.19	Percentage of EL students who score Level 4 on ELPAC	2022-23 All English Learners (EL) - 14.20% Long-term English Learners (LTEL) - 12.18%			All ELs - 18% LTELs - 16%	
1.20	EL reclassification rate	2022-23 10.6%			14%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		*2023-24 12.6% *Tentative Data				
1.21	D/F rates	Fall 2023- 16.9% of all grades were D/F			15%	
1.22	Graduates enrolled in post-secondary options	C/O 2023 67.98% of graduates enroll in fall immediately after graduation 42.5% enroll in 2 year colleges 25.48% enroll in 4 year colleges			75% of graduates enroll in fall immediately after graduation 50% enroll in 2 year colleges 28% enroll in 4 year colleges	
1.23	Students completing dual enrollment courses	2022-23 completion Duplicated students Cypress College-1345 Fullerton College- 600 Unduplicated students Cypress College-2689 Fullerton College-1071			Duplicated students Cypress College-2300 Fullerton College-1000 Unduplicated students Cypress College-2800	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
					Fullerton College- 1100	
1.24	Percentage of students who have completed at least one CTE Pathway	C/O 2022-23 District- 21.08% SED- 21.04% EL- 11.58% SWD- 17.9% FY- 11.94%			District- 25% SED- 25% EL- 15% SWD- 20% FY- 15%	
1.25	Percentage of students who demonstrate college preparedness pursuant to the Early Assessment Program (EAP) or any subsequent assessment of college preparedness	ELA- 42.64% met or exceeded standard (2022-23) Math- 24% met or exceeded standard (2022-23)			ELA- 48% met or exceeded standard Math- 30% met or exceeded standard	
1.26	Access to technological resources	23,631 active students have a Chromebook and/or laptop checked out 650 Hotspots checked out to students for internet connectivity			23,631 active students have a Chromebook and/or laptop checked out 650 Hotspots checked out to students for internet connectivity	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Professional learning plan	District leadership and curriculum specialists will develop and implement a professional learning plan that supports teacher leaders, Site Leadership Teams (SLTs), foster youth and English learner(plurilingual) task force on instructional best practices, establishing professional goals, and engaging in continuous and purposeful professional growth and development specifically targeting the educational needs of low income, foster youth and English learner (plurilingual) students to increase A-G eligibility, graduation rates, and college-going rates.	$18,500,000.00	Yes
1.2	Effective Instruction	District leadership along with instructional leaders design, deliver, and model effective instructional strategies and facilitate growth of these practices at school sites for low income students, foster youth and English learner (plurilingual) students to support development of 5 Cs, civic engagement, Career Preparedness Systems Framework (CPSF), and	$6,550,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		achievement of literacy and mathematical standards skills to increase student engagement, academic achievement, and post-secondary readiness.		
1.3	Instructional materials	Provide sufficient instructional materials that are aligned with current California State Standards. The District will: 1) purchase and implement instructional materials that are aligned with current state adopted standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, Next Generation Science Standards (NGSS), and all other state adopted standards and frameworks, 2) continue to support reading intervention program(s), 3) support a modern, cloud-based library operating software system that can be accessed during all hours of the day, 4) continue to support asset management system, and 5) continue to support online resource database subscriptions.	$17,000,000.00	No
1.4	Technological resources	Educational Information Technology staff will develop a life cycle for student devices, applications and network infrastructures. These staff will support training resources and create critical integration points to facilitate students and staff having access to a broad range of sustainable technological resources to ensure low income students can fully engage in their education, access digital resources and develop post-secondary skills.	$8,000,000.00	Yes
1.5	Broad course of study	District staff and teachers develop and monitor District programs, courses, and extracurricular opportunities for low income, foster youth, and English learner (plurilingual) students to ensure student access to a broad course of study so they can find purpose, be prepared for post-secondary learning, and develop career ready skills. The District will: 1) continue to coordinate and support the District's VAPA programs and promote arts equity, 2) continue to support and expand STEAM programs, ROP, CTE and civic learning, 3) continue to support English learner (plurilingual), and foster youth task force to ensure implementation of the task force recommendations, 4) provide supplementary support for extracurricular programs, such as intramural and athletics, 5) continue to provide	$30,000,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		additional A-G, Honors, Advanced Placement, and International Baccalaureate (IB) course offerings, 6) continue to support and increase Dual Language Immersion (DLI) programs and World Language course offerings at the high school and junior high school levels, and 7) support staffing to ensure students access CTE pathways and access to public safety pathways.		
1.6	English learners (plurilingual) and Long-term English Learner (LTEL) students	English learners (plurilingual) and Long-Term English Learner (LTEL) students' will access Common Core and ELD standards in an inclusive classroom environment that values cultural and linguistic assets, thereby boosting confidence and engagement. The District will improve placement, instructional practices, and monitoring of English learner (plurilingual), including Long-term English learner (LTEL) students by increasing student voice, 21st century skills and technical skills through the four principles of the English learner Roadmap: 1) assets-oriented and needs responsive schools, 2) intellectual quality of instruction and meaningful access, 3) system conditions that support effectiveness, and 4) alignment and articulations within and across systems (systemness).	$7,104,151.00	Yes
1.7	Instructional options	District staff and teachers will implement non-traditional instructional options to address the multi-tiered academic needs of students in order to reach graduation and post-secondary goals. School and district staff will research and implement flexible learning opportunities, and course offerings for ALL students to positively impact and improve graduation rates, state assessments scores, CTE pathway completion, and A-G eligibility to reduce remediation.	$7,929,135.00	Yes
1.8	Students with disabilities	Improve placement, instructional practices, and monitoring of students with disabilities (SWD) to increase academic and social success.	$1,080,000.00	No
1.9	Reduction of class size, hiring and retaining teachers	The District will continue its efforts to reduce class size, retain teachers, and offer professional learning that increases student engagement, and improves the teachers' ability to address the assets and needs of all	$7,200,000.00	No

Action #	Title	Description	Total Funds	Contributing
		students, with specific attention to our district's students who are low income, foster youth and EL (plurilingual) students, as funding permits.		
1.10	Arts and Music in Schools (AMS)	To enhance arts education and support student engagement, the district will utilize Arts & Music in Schools (AMS) funding in several key areas. A substantial portion, approximately 80% of the site allocation, will be dedicated to hiring additional teachers and staff to supplement and support arts education instruction, as well as providing hourly teacher pay for supplemental arts education. Additionally, around 15% of the site budget will be allocated for purchasing materials and equipment to improve student experiences and access to course materials. Professional learning in arts content areas will be supported with approximately 4% of the site allocation, ensuring teachers receive ongoing training and development. Finally, AMS site funds will be utlized to broaden the course of study, and increase access to arts education programs and expand offerings. This comprehensive approach aims to enrich the arts education and foster a well-rounded educational experience for all students.	$4,047,064.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Through a community schools approach, co-create and provide meaningful culturally and linguistically responsive educational opportunities for all parents and families to advocate for the assets and needs of all students, with specific attention to our district’s students who are low income, foster youth and EL (plurilingual).	Broad Goal

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)

An explanation of why the LEA has developed this goal.

This goal reflects the District's commitment to supporting family and community engagement. The District's family and community engagement efforts are approached through the lens of equity to ensure families' needs are addressed. In 2023-24 year over 14,000 parents participated in workshops/meetings. Through these efforts the District anticipates positive academic growth in the 5 Cs, 21st century skills, technical skills, youth voice and purpose, and increased social and emotional learning for AUHSD students. Sites have continued to hold parent and family programming including food/care package distributions. After assessing the needs, conditions, and circumstances of low-income, English learner and foster youth students, we learned that nearly 64% of parents and families agree having reviewed their students' six-year plan and approximately 24% lack understanding of the benefits of the Anaheim Union Educational Pledge.

By increasing parent engagement, the District fosters stronger connections between schools and families, making parents active participants in their children's education. The Family and Community Engagement Support (FACES) initiative offers resources and workshops to help parents understand the educational system and support their children effectively. For parents of students with disabilities (SWD), specific support programs provide tailored resources and guidance to navigate special education services.

Implementing a Community Schools model ensures that schools serve as hubs of support, providing a range of services and resources to meet the diverse needs of students and families. This holistic approach enhances the school environment and makes it more inclusive and supportive.

The metrics used to gauge the success of these actions include attendance at parent and family engagement events, which indicates how effectively the District is involving parents. Increased parent and family awareness about the benefits of the Anaheim Union Pledge and students' six-year plans shows that parents are becoming more informed and proactive in their children's education. Ensuring that parent and family events at schools are relevant and well-attended, particularly for those with exceptional needs, reflects the District's commitment to inclusivity and responsiveness.

Efforts to keep parents and families informed about important issues and events are crucial for transparency and trust. Regular communication ensures that parents are aware of and can engage with school policies, programs, and changes. Encouraging parent input in decision-making processes empowers families and ensures that their perspectives and needs are considered in school governance.
The actions and metrics work together to build a supportive and engaged community, ensuring that all students, especially those from vulnerable groups, receive the advocacy and resources they need to succeed. This collaborative approach strengthens the home-school connection, enhances educational outcomes, and promotes equity and inclusivity within the District.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Attendance at parent and family engagement events	2023-24 Total Parents and Families Participation in workshops/meetings- 14,651 Total Parents and Families served via food/care packages- 9,086			Total Parents and Families Participation in workshops/meetings • 20,000 Total Parents and Families served via food/care packages- 15,000	
2.2	LCAP Parent & Family Survey - Awareness about the Anaheim Union Pledge	2024 LCAP survey 76.18% parents and families agree that their student's school provided information about the Anaheim Union Pledge			90% parents and families agree that their student's school provided information about the Anaheim Union Pledge	
2.3	LCAP Parent & Family Survey - Awareness of Six-Year Plan	2024 LCAP survey 64% parents and families have reviewed their student's six-year plan			70% parents and families have reviewed their student's six-year plan	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.4	LCAP Parent & Family Survey - Relevance of Events at the Schools	2024 LCAP survey 85% of parents and families agree that events at the schools are relevant, which may include coffee with the principal, Parent Leadership Academy, Parent Learning Walks and informational workshops			90% of parents and families agree that events at the schools are relevant, which may include coffee with the principal, Parent Leadership Academy, Parent Learning Walks and informational workshops	
2.5	Attendance at parent and family engagement events for individuals with exceptional needs	2023-24 Total Parents and Families Participation in AUHSD District/Site based workshops/trainings- 50 Total Parents and Families Participation in GASELPA based workshops/trainings- 30			Total Parents and Families Participation in AUHSD District/Site based workshops/trainings - 75 Total Parents and Families Participation in GASELPA based workshops/trainings- 50	
2.6	LCAP Parent & Family Survey - Keeping Parents and Families Informed	2024 LCAP survey 94% of parents and families agree that they are kept informed about important issues and events			98% of parents and families agree that they are kept informed about important issues and events	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.7	LCAP Parent & Family Survey - Parent Input in Decision Making	2024 LCAP Parent survey participants- 2,545 2024 LCAP Education Partner engagement participation- 165			LCAP Parent survey participants- 3,000 LCAP Education Partner engagement participation- 200	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Increase parent engagement	School and district staff will increase engagement, communication, and support for parents by establishing, expanding, or refining resources that	$9,000,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		are available at all schools to ensure families and students can meaningfully engage. AUHSD will also provide opportunities for all families with a targeted emphasis on parents of low-income, English learners, homeless youth, and foster youth, to engage with schools through various parent training and strategies. These include but are not limited to Ready Set Go workshops, Disciplina Positiva parenting workshops, Parent Leadership Academies, Parent Learning Walks, and embedded mindfulness practices.		
2.2	FACES support	Family and Community Engagement Specialists (FACES) and translators will provide language-appropriate support and programming to support low-income, English learners, foster youth and their families to ensure access to school and community resources. The District communicates with families early, often, in multiple formats/languages and provides multiple opportunities for families and staff members to provide input in a variety of ways, including site and district committees (SSC, DELAC, ELAC, SPAC, Community Schools Steering Committee, Community School Site Committees, PTSA).	$3,000,000.00	Yes
2.3	Parents of SWD	FACES and Community school's staff in partnership with case carriers, program specialists, and psychologists will establish, expand or refine family engagement opportunities for Students With Disabilities (SWD). (Expenditures for this action are included in Action 2.2 and Action 3.2).	$0.00	No
2.4	Community Schools model	AUHSD's Community Schools approach provides a unique set of supports and services that fit each neighborhood’s assets and needs. This approach aims to partner with students, families, teachers, school staff and community partners to align community resources and community-rooted instructional practices, to improve student outcomes.	$4,200,000.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Provide and nurture a safe, positive, and inclusive school culture that is responsive to the assets and needs of all students, with specific attention to our district’s students who are low income, foster youth and EL (plurilingual).	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

This goal was developed and revised to address some of the underlying causes of student disengagement and lack of academic achievement, including behavioral and mental health needs. This goal also reflects the belief that modern facilities support improved outcomes for students. Facility maintenance repairs and modernization were a top recommendation from the District's Educational Partner LCAP focus group input. Attendance rates went from 95.2% in 2019-20 to 91.3% in 2023-24, chronic absenteeism also significantly increased in all student groups.

Providing and nurturing a safe, positive, and inclusive school culture will be achieved through a variety of actions and metrics that address the comprehensive needs of all students, with specific attention to low-income students, foster youth, and English learners (plurilingual). Improving attendance will help ensure students are regularly engaged in the educational process, which is fundamental for their academic success and well-being. By focusing on mental, physical, behavioral, and socio-emotional health, the District supports the overall development of students, helping them to manage stress and emotional challenges effectively. Enhanced counseling support provides students with access to professional guidance, helping them navigate personal and academic issues.

Upgrading facilities creates a more conducive learning environment, which can significantly impact students' sense of safety and inclusivity. Targeted support for foster youth addresses their unique challenges, providing stability and specialized resources. Broader student support programs cater to diverse needs, ensuring that every student has access to the necessary tools and resources for success.

The metrics used to measure the success of these actions include attendance rate, chronic absenteeism rate, dropout rates, and expulsion rate, which provide a clear picture of student engagement and retention. Tracking student knowledge of mental health support and the number of students receiving direct socio-emotional and/or mental health services helps gauge the effectiveness of mental health initiatives. Surveys assessing whether students feel accepted, supported, and cared for indicate the inclusivity and positivity of the school culture. The perception of having at least one adult in the school to go to for help is crucial for students' sense of security and belonging. Additionally, students' feelings that their teachers have high expectations for them in their classes reflect the supportive academic environment. Finally, ensuring school facilities are maintained in good repair reinforces a safe and positive physical environment for all students.

Collectively, these actions and metrics foster an environment where students feel safe, valued, and supported, thereby promoting their overall well-being and academic success, particularly for those from improtant student groups.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Attendance rate	2023-24 91.3% attendance rate			95% attendance rate	
3.2	Chronic absenteeism rate	2022-23 District- 25.6% SED- 28.7% EL- 35.7% SWD- 40.4% FY- 46.5%			District- 10% SED- 10% EL- 15% SWD- 15% FY- 15%	
3.3	Chronic Absenteeism rate	2022-23 Schools and subgroups in the Red for Chronic absenteeism Ball JHS All students- 33.1% EL- 34.5% Hispanic/Latino- 34.7% Homeless- 50% SWD- 43% White- 47.8% Brookhurst JHS All students- 28.8% EL- 33.9% Hispanic/Latino- 29.5%			Schools and subgroups in the Red for Chronic absenteeism Ball JHS All students- 30% EL- 30% Hispanic/Latino- 31% Homeless- 47% SWD- 40% White- 44% Brookhurst JHS All students- 25%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Homeless- 44.4% SED- 29.9% SWD- 39.1% Dale JHS All students- 29% White- 36.5% Orangeview JHS All students- 29.7% EL- 30.3% Hispanic/Latino- 29.6% SED- 31.3% SWD- 39% White- 44.4% South JHS All students- 32.9% EL- 38.5% Hispanic/Latino- 32.9% Homeless- 60% SED- 33.6% White- 40.8% Sycamore JHS All students- 33.5% EL- 39.1% Hispanic/Latino - 34% Homeless- 50.9% SED-34.4% SWD- 36.3%			EL- 30% Hispanic/Latino- 26% Homeless- 41% SED- 26% SWD- 36% Dale JHS All students- 26% White- 33% Orangeview JHS All students- 26% EL- 27% Hispanic/Latino- 26% SED- 28% SWD- 36% White- 41% South JHS All students- 29% EL- 35% Hispanic/Latino- 29% Homeless- 57% SED- 30% White- 37% Sycamore JHS All students- 30% EL- 36% Hispanic/Latino- 31% Homeless- 47% SED-31% SWD- 33%	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.4	Middle school dropout rate	2022-23 .0006%			.0006%	
3.5	High School dropout rate	C/O 2023 4.1%			2.5%	
3.6	Suspension rate	2023-24 District- 3.8% SED- 4.4% EL- 6.5% SWD- 5.5% FY- 13.7%			District- 2% SED- 2% EL- 3% SWD- 2% FY- 5%	
3.7	Expulsion rate	2022-23 0.00%			0.00%	
3.8	LCAP Student Survey - Student Knowledge of Mental Health Support	2024 LCAP Student survey 83% agree knowing where to get mental health support, if needed (i.e. school counselor, social worker, psychologist)			LCAP Student survey 90% agree knowing where to get mental health support, if needed (i.e. school counselor, social worker, psychologist)	
3.9	Students receiving direct social emotional and/or mental health services	Fall 2023-24 Students receiving direct services from a Social worker- 2123 students			Students receiving direct services from a Social worker - 3000 students	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.10	LCAP Student Survey - Belonging: Students Self- Acceptance	2024 LCAP Student survey 87% of students feel accepted at their school for who they are			90% of students feel accepted at their school for who they are	
3.11	LCAP Student Survey - Belonging: Resources for Classroom Success	2024 LCAP Student survey 79% get what they need to be successful in all of their classes or more than half of their classes			82% get what they need to be successful in all of their classes or more than half their classes	
3.12	LCAP Student Survey - Belonging: Cared and Treated with Kindness	2024 LCAP Student survey 81% are cared for and treated with kindness in all of their classes or more than half their classes			84% are cared for and treated with kindness in all of their classes or more than half of their classes	
3.13	LCAP Student Survey - Connection: Caring about Other Students	2024 LCAP Student survey 64% care about other students at their school			67% care about other students at their school	
3.14	LCAP Student Survey - Connection: An Adult they Trust	2024 LCAP Student survey 69% have at least one adult they can go to at their school to ask for help			72% have at least one adult they can go to at their school to ask for help	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.15	LCAP Student Survey - Connection: Teacher Expectations	2024 LCAP Student survey 76% reported their teachers have high expectations for them in all of their classes or more than half their classes			79% reported their teachers have high expectations for them in all of their classes or more than half their classes	
3.16	School facilities are maintained in good repair	2023-24 100% of facilities are in good repair as documented by the Facilities Inspection Tool			100% of facilities are in good repair as documented by the Facilities Inspection Tool	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Improve attendance	District administrators with support of specialized staff will improve District systems for identifying and supporting students with significant truancy and attendance issues, and chronic absenteeism for all student, and a close emphasis on low income, foster youth, and English learner (plurilingual) students are supported to engage academically and achieve at the highest rates possible.	$6,000,000.00	Yes
3.2	Mental, physical, behavioral, and socioemotional health	Staff will implement programs and systems to support the mental, physical, behavioral and socioemotional health of students, with an emphasis on low income, foster youth, English learners (plurilingual) students to reduce student suspensions, improve student learning, and promote well-being. The District will: 1) continue to support implementation of MTSS, Capturing Kids Heart and PBIS, which includes increased mental health resources to meet the social and emotional needs of students, 2) continue to offer training on mindfulness and brain aligned strategies for students and staff, 3) continue to develop alternatives to suspension, including restorative practices, and 4) continue to support the District Discipline Committee to look into specific issues such as junior high school suspensions and alternatives to suspension.	$8,000,000.00	Yes
3.3	Counseling support	School counselors and support staff will develop and implement standards-based school counseling programs that monitor student academic progress, deliver support services, and support the Anaheim Pledge to ensure students, with an emphasis in low income, foster youth, and English learners (plurilingual) students graduate and are prepared for post-secondary options. The District will: 1) adopt national counseling standards, provide appropriate professional learning, and monitor implementation, 2) reduce student/counselor ratio by adding where feasible and/or maintain counselors in order to increase counseling services provided to students, 3) continue to support schools with providing	$4,000,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		each student with an individualized six-year, student academic plan that is college and career aligned, 4) support a comprehensive transition plan for all 7th- and 9th-grade students (ex. new student orientations, campus tours, and Link Crew), and 5) ensure that McKinney-Vento, foster youth, English learner (plurilingual), low income students are enrolled in appropriate academic programs, including credit recovery, A-G classes, AP classes, summer school, tutoring resources, and transferring youth will be awarded credit for all work completed, including partial credits.		
3.4	Upgrade facilities	School administrators, faculty, facilities and maintenance staff, and community volunteers will implement a comprehensive plan to upgrade and maintain school facilities. This includes repairs, renovations, and necessary improvements to ensure a safe and healthy learning environment, which is crucial for the academic success and well-being of all students, including low income, foster youth, and EL (plurilingual). Upgrading facilities demonstrates a commitment to equity and enables students to thrive.	$20,000,000.00	No
3.5	Foster youth support	Staff will provide academic and social-emotional support for foster youth and McKinney-Vento students in order to increase student engagement, academic achievement, and post-secondary readiness. The District will: 1) increase course selection and course access for foster youth and McKinney-Vento students, 2) provide additional instructional materials to foster youth and McKinney-Vento students, 3) continue to support and monitor foster youth task force recommendations, 4) increase outreach services for foster youth and McKinney-Vento students, 5) develop mentoring programs for foster youth and McKinney-Vento students, 6) continue to engage a cross-agency, multi-disciplinary educational team to support the educational success of McKinney-Vento and foster youth students, and 7) provide transportation for McKinney-Vento, and foster youth students.	$365,000.00	Yes
3.6	Student Support Programs	The District will continue its efforts, as funding permits to allocate staffing (social workers, counselors, FACES, community school coordinators) for every site specifically to support foster youth and low income (McKinney-	$0.00	No

Action #	Title	Description	Total Funds	Contributing
		vento) students to provide transportation, mentoring programs, supplies, mental health services, and care coordination with outside agencies. (Expenditures for this action are included in Actions 2.2, 3.2, and 3.3).		

Goals and Actions

Goal

Goal #	Description	Type of Goal
4	Gilbert High School (Continuation) will increase its graduation rate for all students with an emphasis on English learners (plurilingual), homeless, socioeconomically disadvantaged, students with disabilities, and Hispanic/Latino youth by the end of the 2024-2025 academic year. This will be achieved by engaging all students in a curriculum and pedagogy aligned with the current state-adopted standards and the AUHSD Career Systems Preparedness Framework (CPSF), ensuring that students are socially aware, civic-minded, and college and career ready. Progress will be measured quarterly through student's grades, graduation checks through the counseling department, student attendance, English learner progress, college/career indicator and additional student performance metrics in ELA and Math.	Equity Multiplier Focus Goal

State Priorities addressed by this goal.

Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

This goal was developed to support students in meeting their graduation requirements and college/career exploratation. One of the strongest sentiments from the feedback from various educational partners was that there is a need to improve the graduation rate for all students while supporting the socialemotional needs of each graduate. It was equally important that Gilbert HS students have career exploration opportunities and access to diverse career pathways, hands-on technical training, and industry certifications through the embedded implementation of the Spyder Lab. The following actions reflect this sentiment, as these are the tools that will help students meet graduation requirements and post secondary goals. This goal will be achieved through several targeted actions and metrics, with a focus on engaging students in a curriculum aligned with state standards and the AUHSD Career Systems Preparedness Framework (CPSF).

Social-emotional support and attendance initiatives will play a crucial role in this effort. By providing students with comprehensive mental health resources, counseling, and socio-emotional learning programs, the school aims to address the personal challenges that can impact academic performance and attendance. Improved attendance is directly linked to higher graduation rates, as consistent engagement with the school environment fosters better academic outcomes. The attendance rate will be closely monitored to identify and support students.

Career Technical Education (CTE) preparedness will engage students in practical, career-oriented learning experiences. By offering courses and programs that provide skills and certifications relevant to various industries, students will see the direct connection between their education and future career opportunities.

Professional learning and planning time for teachers will ensure that the curriculum and instructional strategies are effectively implemented. Teachers will receive ongoing professional development aligned with current educational standards and CPSF, equipping them with the tools to deliver high-quality, engaging instruction. This also includes dedicated planning time for teachers to collaborate and refine their teaching practices, which is crucial for addressing the diverse needs of students, particularly English learners, socioeconomically disadvantaged students, students with disabilities, homeless students, and Hispanic/Latino students.

Administrative leadership and professional learning are essential for creating a supportive and effective school environment. School leaders at Gilbert HS will engage in professional development to enhance their ability to implement school-wide initiatives, support teachers, and foster a positive school culture. Strong leadership will ensure that all efforts are aligned and that the school's goals are being met.

Metrics such as the graduation rate, College Career Indicator, English Learner Progress Indicator, EL reclassification rates, State Seal of Biliteracy, and State Seal of Civic Engagement will be used to measure progress. These metrics provide a comprehensive view of student success and readiness. The suspension rate will be monitored to ensure a supportive and inclusive environment, while attendance rates will track engagement and identify areas for intervention. Special attention will be given to English learners, socioeconomically disadvantaged students, students with disabilities, homeless students, and Hispanic/Latino and White students to ensure equity in educational outcomes.

By focusing on these actions and metrics, Gilbert High School aims to create a supportive, engaging, and effective educational environment that increases graduation rates and prepares all students to be socially aware, civic-minded, and college and career ready.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
4.1	Graduation Rate	Gilbert HS C/O 2023 All students - 64.1% EL - 61.6% SED - 64.4% SWD - 66.7% Homeless - 58.9% Hispanic/Latino - 63.9%			All students - 67% EL - 63% SED - 65% SWD - 68% Homeless - 60% Hispanic/Latino - 67%	
4.2	College/Career	Gilbert HS 2022-23 All students - 2.6% prepared EL - 0.8% prepared SED - 2.7% prepared SWD - 3.2% prepared			All students - 5% prepared EL - 2% prepared SED - 4% prepared SWD - 4% prepared	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Homeless - 2.3% prepared Hispanic/Latino - 1.1% White - 9.7%			Homeless - 4% prepared Hispanic/Latino - 2% White - 10%	
4.3	English learner progress indicator (ELPI)	Gilbert HS 2022-23 16.9% making progress towards English proficiency			20% making progress towards English proficiency	
4.4	EL Reclassification rate	Gilbert HS 2022-2023 8.1%			10% reclassification rate	
4.5	State Seal of Biliteracy	Gilbert HS 2022-23 3 number of State Seals of Biliteracy			5 number of State Seals of Biliteracy	
4.6	State Seal of Civic Engagement	Gilbert HS 2023-24 20 number of State Seals of Civic Engagement			40 number of State Seals of Civic Engagement	
4.7	Attendance rate	Gilbert HS 2023-24 68.14%			70% attendance rate	
4.8	Suspension rate	Gilbert HS 2022-23 All students - 3.6% EL - 3.4% SED - 3.7% SWD - 4.8% Homeless - 3.7%			All students - 2% EL - 2% SED - 2% SWD - 3% Homeless - 2%	
4.9	CAASPP ELA results	Gilbert HS 2022-23			All students - 15% met or exceeded	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		All students - 12.37% met or exceeded standard EL - 1.35% SED - 12.57% SWD - 0.00%			standard EL - 3% SED - 15% SWD - 2%	
4.10	CAASPP Math results	Gilbert HS 2022-23 All students - 1.04% met or exceeded standard EL - 0.00% SED - 1.12% SWD - 0.00%			All students - 3% met or exceeded standard EL - 2% SED - 3% SWD - 2%	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Social-emotional support and Attendance	To support the goal of increasing graduation rates and preparing all students to be socially aware, civic-minded, and college and career ready, the Gilbert High School will enhance social-emotional support and attendance initiatives. This will involve implementing a comprehensive program to address the mental health and well-being of students. Additionally, the school will employ strategies to improve attendance, including personalized outreach to students, mentorship programs, and partnerships with community organizations to remove barriers to regular attendance. These efforts will be aligned with the AUHSD Career Systems Preparedness Framework (CPSF) and current state-adopted standards, ensuring that all students receive the support they need to succeed academically and develop the skills necessary for their future endeavors.	$330,000.00	No
4.2	Career Technical Education (CTE) preparedness	Gilbert High School will expand career and technical preparedness initiatives. This will involve integrating a robust curriculum that aligns with the AUHSD Career Systems Preparedness Framework (CPSF) and current state-adopted standards. Gilbert will provide students with access to diverse career pathways, hands-on technical training, and industry certifications through the embedded implementation of the Spyder Lab. The school will offer real-world learning experiences to ensure that students gain the practical skills and knowledge through the expansion or AIME, which provide internships, apprenticeships, and real-world learning experiences necessary for success in both college and their future careers.	$300,000.00	No
4.3	Professional learning and planning time	Gilbert High School will enhance professional learning and planning time for teachers and staff. This will ensure that teachers are equipped with evidence-based strategies and content knowledge aligned with current state-adopted standards and the AUHSD Career Systems Preparedness Framework (CPSF). By providing dedicated time for collaborative planning, professional learning, conference attendance and materials, and continuous learning opportunities, Gilbert HS will foster an environment where teachers can share best practices, innovate pedagogical techniques, and tailor instruction to meet the diverse needs of all students,	$130,000.00	No

Action #	Title	Description	Total Funds	Contributing
		ultimately contributing to higher graduation rates and improved student engagement and academic outcomes.		
4.4	Administrative leadership and Professional learning	Gilbert High School will invest in administrative leadership and professional learning, which may include professional coaching for administrators (Awareness in Motion), conference attendance and materials, which may include Learning Forward, Equity Conference, PBIS, CABE, etc. Targeted professional development, leadership training programs, and opportunities for collaborative learning will empower the school's administrators to utilize strategies that support a positive school culture, and a highly engaging core instructional program that addresses the needs of the whole child.	$170,000.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
5	Polaris Independent Studies will increase its graduation rate from the current baseline by the end of the 2024-2025 academic year. This will be achieved by engaging all students in a curriculum aligned with state-adopted standards and the AUHSD Career Systems Preparedness Framework (CPSF), ensuring that students are socially aware, civic-minded, and college and career ready. Progress will be monitored and measured quarterly through student performance, graduation checks through the counseling department, course completion, and grades. Annual metrics include college/career indicators and student performance in ELA and Math with an emphasis on English learners (plurilingual), Hispanic/Latino, homeless, and socioeconomically disadvantaged students.	Equity Multiplier Focus Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal is designed to address student graduation rates and student performance, specifically targeting English Language Arts performance levels where 32.11% Hispanic/Latino students exceeded or met standard and 32.2% socioeconomically disadvantaged students exceeded or met standard. In Math 5.82% of Hispanic/Latino and 5.46% socioeconomically disadvantaged students exceeded or met standard on the CAASPP. Additionally, the goal aims to raise the college/career indicator, which is currently very low for English learners (plurilingual), Hispanic/Latino students, and homeless youth, and to increase the percentage of English learners making progress towards EL proficiency from 19.8%. Progress will be monitored and measured quarterly through student performance assessments, graduation tracking, and surveys on student engagement and preparedness. The goal and actions refelect the input from site level education partners through the site leadership team, district team meetings and the school site council.

To support this goal, Polaris IS will implement a comprehensive College and Career Readiness focus with additional counseling and socio-emotional support. This goal will support targeted academic support and career counseling, helping students navigate their educational and career options effectively.

The increased counseling support will help address students' socio-emotional needs, which is essential for maintaining their engagement and stability within the school.

The metrics used to measure success include college/career indicators, ELA and Math performance levels, and progress in English learner proficiency. Monitoring these metrics will allow the school to identify areas needing improvement and ensure targeted interventions are effective.

By providing robust academic support, academic and career counseling, Polaris IS will equip students with the necessary skills and knowledge for success in post-secondary education and their future careers. This comprehensive approach will foster a generation of well-rounded, socially aware, civic-minded students who are prepared for life's challenges and opportunities.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
5.1	Graduation rate	Polaris IS 2023 All students - 83.9% EL - 78.7% SED - 83.5% Homeless - 77.2%			All students - 87% EL - 80% SED - 85% Homeless - 79%	
5.2	College/Career	Polaris IS 2023 All students - 11.9% prepared EL - 0% prepared SED - 11.4% prepared Homeless - 7.3% prepared Hispanic/Latino - 9.2%			All students - 15% prepared EL - 3% prepared SED - 15% prepared Homeless - 9% prepared Hispanic/Latino - 12%	
5.3	English learner progress indicator (ELPI)	Polaris IS 2023 19.8% making progress towards English proficiency			25% making progress towards English proficiency	
5.4	EL Reclassification rate	Polaris IS 2023 4.7% reclassification rate			8% reclassification rate	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
5.5	State Seal of Biliteracy	Polaris IS 2022-23 2			Number of State Seals of Biliteracy 5	
5.6	State Seal of Civic Engagement	Polaris IS 2024 25			30 number of State Seals of Civic Engagement	
5.7	CAASPP ELA results	Polaris IS 2022-23 All students- 38.2% Exceeded/Standard Met SED- 32.2% EL-10% LTEL- 0.00% SWD- 14.28% FY- N/A Homeless- N/A Hispanic/Latino- 32.11%			All students- 40% Exceeded/Standard Met SED- 35% EL-13% LTEL- 5% SWD- 17% FY- N/A Homeless- N/A Hispanic/Latino- 35%	
5.8	CAASPP Math results	Polaris IS 2022-23 All students- 9.42% Exceeded/Standard Met SED- 5.46% EL- 5.26% LTEL- 0.00% SWD- 0.00% FY- N/A Homeless- N/A Hispanic/Latino- 5.82%			All students- 13% Exceeded/Standard Met SED- 8% EL- 8% LTEL- 5% SWD- 5% FY- N/A Homeless- N/A Hispanic/Latino- 8%	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
5.1	College and Career Readiness	To support the goal of preparing all students to be socially aware, civic-minded, and college and career ready, Polaris IS will implement a comprehensive College and Career Readiness program with added couseling and socioemotional support. The focus will be on increasing A-G course completion, expanding dual college enrollment opportunities, and ensuring the completion of Career and Technical Education (CTE) pathways. By providing targeted academic support, career counseling, and access to advanced coursework, Polaris will equip students with the skills and knowledge necessary to succeed in post-secondary education and their future careers, fostering a generation of well-rounded, socially aware, civic-minded students who are life ready.	$914,000.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
6	By the end of the 2024-2025 academic year, Cambridge Virtual Academy (CVA) will enhance students' educational experiences by providing targeted monitoring for students transitioning to online learning, aiming for a reduction in academic difficulties during the transition. CVA will expand opportunities for students to develop their passions by increasing participation in elective courses and extracurricular activities. Professional learning for teachers will be implemented, with 100% of teachers receiving training focused on equity, project-based learning, social-emotional learning, and the virtual learning environment. CVA will continue to deliver the 5Cs—Critical Thinking, Communication, Collaboration, Creativity, and Compassion—and the Career Preparedness Systems Framework, aiming for an improvement in related student performance metrics. Progress will be measured quarterly through counselor check-ins with students, grades, student interviews, engagement levels, and feedback from parents and families.	Equity Multiplier Focus Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

This goal was developed to address specific challenges and needs identified within the student population at Cambridge Virtual Academy (CVA). By analyzing student performance data and consulting with educational partners, including teachers, parents, and community members, several key areas were highlighted for improvement. Students transitioning to online learning were experiencing significant academic difficulties. The goal to provide targeted monitoring, personalized check-ins, academic progress tracking, and tailored interventions was established to mitigate these challenges and ensure a smoother transition.

There was a recognized need to increase opportunities for students to explore their passions and engage more deeply with their education. Expanding elective courses and extracurricular activities aims to foster student engagement and motivation, which are critical for academic success.

To enhance the quality of instruction, it was essential to focus on equity, project-based learning, social-emotional learning, and the virtual environment. Providing comprehensive professional learning for teachers ensures they are well-equipped to support diverse learners effectively.

Emphasizing the delivery of the 5Cs—Critical Thinking, Communication, Collaboration, Creativity, and Compassion—and the Career Preparedness Systems Framework addresses the need for students to develop essential skills for college and career readiness.

Additionally, this goal will help address CA Dashboard indicators in Math Academic Performance levels which are currently in the Yellow for all students, and local data such as D/F rates for English and Math, with a greater focus on Math with a 27.27% D/F rate in Spring 2024. By addressing these areas, the goal aims to improve overall student performance, reduce academic difficulties during transitions, and ensure students are well-prepared for their future academic and career endeavors.

The goal was developed in collaboration with CVA educational partners, including teachers, parents, and community members, to ensure it reflects the collective insights and priorities of the CVA community. This collaborative approach ensures the goal is comprehensive and aligned with the actual needs of the students.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
6.1	Graduation rate	C/O 2023 96% graduation rate			98% graduation rate	
6.3	CAASPP ELA results	CVA 2022-23 All grades- 63.77% Grade 7- 64% Exceeded/Standard met Grade 8- 45% Exceeded/Standard met Grade 11- 78% Exceeded/Standard met			All grades- 69% Exceeded/Standard met Grade 7- 67% Exceeded/Standard met Grade 8- 48% Exceeded/Standard met Grade 11- 81% Exceeded/Standard met	
6.4	CAASPP Math results	CVA 2022-23			CVA 2022-23	

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		All grades- 23.96 Exceeded/Standard met Grade 7- 32% Exceeded/Standard met Grade 8- 35% Exceeded/Standard met Grade 11- 41% Exceeded/Standard met			All grades- 30% Exceeded/Standard met Grade 7- 35% Exceeded/Standard met Grade 8- 38% Exceeded/Standard met Grade 11- 44% Exceeded/Standard met	
6.5	D/F rates ELA and Math	CVA Spring 2024 ELA- 8.69% Math- 27.27%			CVA Spring 2024 ELA- 6% Math- 20%	
6.6	State Seal of Biliteracy	CVA 2022-23 Number of State Seals of Biliteracy 7			Number of State Seals of Biliteracy 10	
6.7	State Seal of Civic Engagement	CVA 2023-24 19 State Seals of Civic Engagement			23 State Seals of Civic Engagement	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable.

Actions

Action #	Title	Description	Total Funds	Contributing
6.1	Targeted Monitoring for Students Transitioning to CVA	CVA will enhance support for students transitioning to online learning by providing additional targeted monitoring. This will include personalized check-ins, academic progress tracking, and a buddy system. CVA will provide tailored intervention strategies such as home instruction, tutoring, eKadence schedule builder and executive functioning modules to ensure a smooth transition and sustained academic success.	$150,000.00	No
6.2	Expanding Opportunities for Creative Outlets	CVA will expand opportunities for students to pursue their creative outlets and passions by offering a diverse range of elective courses through eLearning, and dual enrollment programs. Additionally, CVA will develop virtual and in-person workshops, peer mentorship, career exploration, content based activities - cross curricular education cultural days, college awareness field trips, and expand clubs and partnerships with local sites to create more engagement opportunities.	$15,000.00	No

Action #	Title	Description	Total Funds	Contributing
6.3	Professional Learning for Teachers and Staff	CVA will implement comprehensive professional learning opportunities for teachers and staff, focusing on equity practices, project-based learning, social-emotional learning, and effective strategies for the virtual classroom environment. This will ensure that educators are equipped to deliver high-quality, inclusive, and engaging instruction aligned with the 5Cs and the Career Preparedness Systems Framework.	$15,000.00	No
6.4	Expanding Communication with Students and Families	CVA will expand and improve communication modes with students, parents and families to foster a supportive and inclusive community. This will include regular updates, virtual meetings, newsletters, and an enhanced online platform to ensure consistent and effective communication, thereby supporting student engagement and family involvement in the educational process.	$14,000.00	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2024-25]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$$99,825,339.00	$11,643,802.00

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
32.445%	0.000%	$0.00	32.445%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.1	**Action:** Professional learning plan **Need:** The identified need is to establish a comprehensive professional learning plan at the district level, focusing on the development and implementation of instructional best practices to support teacher leaders, Site Leadership Teams (SLTs), foster youth, and English learner (plurilingual) task forces. This	Provide continuous professional learning for teachers and staff, focusing on 5 Cs, soft skills, technical skill, student voice and purpose, and focusing on effective instructional strategies, differentiated instruction, and the integration of technology in the classroom.	Graduation rates (1.1), Percentage of students who complete at one CTE Pathway (1.24), A-G completion (1.2), College going rates (1.22) and 5 Cs implementation through instruction (1.12).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	action aimes to address the specific educational needs of low-income, foster youth, and English learner students, with the overarching goal of increasing A-G eligibility, graduation rates, and college-going rates. **Scope:** LEA-wide		
1.2	**Action:** Effective Instruction **Need:** Increased academic achievement for unduplicated students and subgroups identified in metrics 1.7 and 1.8, and specific schools identified in metrics 1.9 and 1.10. **Scope:** LEA-wide	Design, deliver, and model effective instructional strategies to elevated student strengths and address their academic needs through differentiated instruction, targeted supports and innovative programs.	LCAP survey on 5Cs implementation (1.12), CAASPP ELA (1.7, 1.9) & Math data (1.8, 1.10), A-G rates (1.2), ELPI (1.18), D/F rates (1.21), and Access to broad course of study in VAPA (1.13), CTE (1.14), and World languages (1.15).
1.4	**Action:** Technological resources **Need:** Technology, digital resources, and internet connectivity access for low income students. **Scope:** LEA-wide	The District successfully rolled out its 1:1 devices program and will continue sustaining access to a broad range of technological resources, chromebooks, and internet connectivity to ensure all students can fully engage in their education, access digital resources and develop post secondary skills.	Local data: Number of chromebooks and hot spots checked out (1.26).
1.5	**Action:** Broad course of study	This action will help ensure that low income, foster youth and EL (plurilingual) students have equitable access to a broad course of study so they can find	Students completing dual enrollment courses (1.23), Percentages of students

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Need: Equitable access to a broad course of study. Increase proficiency for English learners (plurilingual) students on the English Language Proficiency Assessments for California (ELPAC) with a focus on the specific schools identified in metric 1.18. **Scope:** LEA-wide	purpose, be prepared for post-secondary learning, and develop career ready skills.	enrolled in VAPA (1.13), CTE (1.14), and World Languages (1.15).
1.6	**Action:** English learners (plurilingual) and Long-term English Learner (LTEL) students **Need:** **Scope:** LEA-wide		
1.7	**Action:** Instructional options **Need:** After assessing the needs, conditions, and circumstances of low income, foster youth, English learner (plurilingual) students, we learned that there is a difference in outcomes for graduation rates, A-G completion, D/F rates and college preparedness. By implementing non-traditional instructional options such as flexible learning opportunities and diverse course offerings, the District aims to provide tailored support to unduplicated	This action supports the District's efforts to provide numerous instructional options for students. While these options are available to all students, this action will ensure that unduplicated student groups are prioritized for placement.	A-G rates (1.2), D/F rates (1.21), CTE Pathway completion (1.24).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	students, ultimately improving graduation rates, state assessment scores, CTE pathway completion, and A-G eligibility. **Scope:** LEA-wide		
2.1	**Action:** Increase parent engagement **Need:** After assessing the needs, conditions, and circumstances of low-income, English learner and foster youth students, we learned that nearly 64% of parents and families agree having reviewed their students' six-year plan and approximately 24% lack understanding of the benefits of the Anaheim Union Educational Pledge. **Scope:** LEA-wide	To address the needs of unduplicated pupils, district staff will enhance mass messaging platforms, district and school websites, and social media usage. By updating and translating promotional materials for the Pledge into multiple languages, the district will ensure that all families are well-informed and can effectively engage with the school community. AUHSD provides parents, families and the community with numerous opportunities to learn and become involved in the school. The district has implemented innovative strategies to build infrastructure, secure additional resources, and hire personnel to offer parent leadership classes and family engagement activities. These actions are provided on an LEA-wide basis to ensure that all students benefit from a supportive and inclusive educational environment, promoting equity and access for every family in the district.	Attendance at parentand family engagement events (2.1), LCAP Parent & Family Survey - Awareness about the Anaheim Union Pledge (2.2), Awareness of Six-Year Plan (2.3), Relevance of Events at the Schools (2.4), and Parent Input in Decision Making (2.7).
2.2	**Action:** FACES support **Need:** The District's family and community engagement efforts are approached through	To address these needs, FACES and Community Schools staff will coordinate family and community engagement events, serving as direct contacts for parents and families in need, including housing insecure families. This ensures that students and families have access to necessary resources and are referred to appropriate services.	Attendance at parent and family engagement events (2.1), LCAP Parent & Family Survey - Relevance of Events at the Schools (2.4), Keeping Parents and Families Informed (2.6),

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	the lens of equity to ensure families' needs are addressed. **Scope:** LEA-wide		and Parent Input in Decision Making (2.7).
3.1	**Action:** Improve attendance **Need:** Chronic Absenteeism rate rose from 9.2% in 2019-20 to 25.6% in 2022-23. The attendance rate continues to decline from 95.2% in 2019-20 to 91.3% in 2023-24. Specific schools and subgroups identified in metrics 3.3 continue to work toward re-enaging students that are chronically absent. **Scope:** LEA-wide	This action is provided on an LEA-wide basis to ensure a consistent and equitable approach to supporting attendance across schools in the district. By implementing these actions schoolwide, each school can tailor the strategies to fit their specific context while still aligning with the overall district goals, ensuring that all students benefit from a cohesive and supportive attendance framework.	School attendance rates (3.1), Chronic absenteeism rates (3.2, 3.3), dropout rates (middle and high, 3.4), and graduation rates (1.1),
3.2	**Action:** Mental, physical, behavioral, and socioemotional health **Need:** Unduplicated students, including low income students, foster youth, English learners (plurilingual students), face challenges impacting their academic performance and well-being. They need additional academic support, mental health services, and positive behavioral interventions.	By focusing on the mental, physical, behavioral, and socioemotional health of students, and ensuring supports are available, the District is committed to reducing suspensions, improving student learning, and promoting the well-being of English learners (plurilingual), foster youth, and low income students.	LCAP Student Survey - Student Knowledge of Mental Health Support (3.8), Students receiving direct social emotional and/or mental health services (3.9), LCAP Student Survey - Belonging (3.10, 3.11, 3.12), and LCAP Student Survey - Connection (3.12, 3.13, 3.14, & 3.15).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Scope: LEA-wide		
3.3	**Action:** Counseling support **Need:** To ensure that low-income, foster youth, and English learners (plurilingual) students graduate and are prepared for post-secondary options, there is a need for standards-based school counseling programs that monitor academic progress and deliver targeted support services. **Scope:** LEA-wide	The actions address the needs of low-income, foster youth, and English learner students by providing comprehensive support through standards-based school counseling programs. Implementing individualized academic plans, comprehensive transition plans, and appropriate enrollment in academic programs guarantees equitable access to resources and support, ensuring all students are well-prepared for post-secondary options. This District-wide approach ensures consistent support across all schools.	LCAP Student Survey - Belonging (3.10, 3.11, 3.12), and LCAP Student Survey - Connection (3.12, 3.13, 3.14, & 3.15).

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.6	**Action:** English learners (plurilingual) and Long-term English Learner (LTEL) students **Need:** Improve placement, instructional practices, and monitoring of EL (plurilingual) and Long-term EL students. Increase proficiency for	This action targets specifically the needs of English learner (plurilingual) and LTEL students and provides additional resources for this group of students compared to services for all students. After assessing the needs, conditions, and circumstances of English learner students, we learned that there is a difference in outcomes for	Graduation rates (1.1), A-G (1.2), Percentage of EL (plurilingual) and LTEL students who score level 4 on ELPAC (1.19), Percentage of EL (plurilingual) students who make progress on the

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	English learners (plurilingual) and LTEL students on the English Language Proficiency Assessments for California (ELPAC) with a focus on the specific schools identified in metric 1.18. **Scope:** Limited to Unduplicated Student Group(s)	graduation rate, ELA and Math proficiency, and A-G completion.	ELPAC (1.18), and EL (plurilingual) student reclassification rate (1.20).
3.5	**Action:** Foster youth support **Need:** Foster youth constitute .5% of AUHSD's student enrollemnt and fall in the red in ELA academic performance and suspension rates. **Scope:** Limited to Unduplicated Student Group(s)	Through these actions, the district aims to address the unique challenges faced by foster youth and McKinney-Vento students, such as a reduction in suspension rates, increased graduation rates and ultimately promoting their academic success and readiness for post-secondary education and/or career opportunities.	ELA and Math CAASPP data (1.7, 1.8 , 1.9, 1.10), suspension rates (3.6), graduation rates (1.1), drop out rates (3.4, 3.5), attendance data (3.1), and absenteeism rates (3.2, 3.3).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

The District plans to use the additional concentration grant funding to maintain the number of teachers, counselors, social workers, school psychologists, bilingual office staff, and family and community engagement specialists at sites as declining enrollment continues to impact the District. These positions will directly support implementation of Actions 1.1, 1.2, 1.5, 1.6, 1.9, 2.2, 3.1, 3.2, and 3.3 which provide direct

services to low-income, English learners, and foster youth students. The District utilizes local data, enrollment data, and measures such as low-income percentages of each school to determine staffing needs.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	104.6 to 1	46.44 to 1
Staff-to-student ratio of certificated staff providing direct services to students	25.2 to 1	20.93 to 1

2024-25 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals	$307,670,832.00	$99,825,339.00	32.445%	0.000%	32.445%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$118,514,135.00	$19,460,064.00		$26,039,151.00	$164,013,350.00	$65,962,127.00	$98,051,223.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Professional learning plan	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Annual basis	$2,000,000.00	$16,500,000.00	$17,000,000.00			$1,500,000.00	$18,500,000.00	
1	1.2	Effective Instruction	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Annual basis	$3,620,000.00	$2,930,000.00	$5,000,000.00			$1,550,000.00	$6,550,000.00	
1	1.3	Instructional materials	All	No				Annual basis	$0.00	$17,000,000.00	$15,000,000.00	$2,000,000.00			$17,000,000.00	
1	1.4	Technological resources	Low Income	Yes	LEA-wide	Low Income	All Schools	Annual basis	$4,840,000.00	$3,160,000.00	$8,000,000.00				$8,000,000.00	
1	1.5	Broad course of study	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Annual basis	$15,126,031.00	$14,873,969.00	$30,000,000.00				$30,000,000.00	
1	1.6	English learners (plurilingual) and Long-term English Learner (LTEL) students	English Learners	Yes	LEA-wide Limited to Unduplicated Student Group(s)	English Learners	All Schools	Annual Basis	$3,050,000.00	$4,054,151.00	$6,300,000.00			$804,151.00	$7,104,151.00	
1	1.7	Instructional options	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Annual Basis	$5,375,295.00	$2,553,840.00	$7,929,135.00				$7,929,135.00	
1	1.8	Students with disabilities	Students with Disabilities	No				Annual Basis	$400,000.00	$680,000.00	$1,080,000.00				$1,080,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.9	Reduction of class size, hiring and retaining teachers	All	No				Annual Basis	$0.00	$7,200,000.00		$7,200,000.00			$7,200,000.00	
1	1.10	Arts and Music in Schools (AMS)	All	No				Annual basis	$3,144,413.00	$902,651.00		$4,047,064.00			$4,047,064.00	
2	2.1	Increase parent engagement	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Annual basis	$8,740,000.00	$260,000.00	$9,000,000.00				$9,000,000.00	
2	2.2	FACES support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Annual basis	$2,615,000.00	$385,000.00	$815,000.00			$2,185,000.00	$3,000,000.00	
2	2.3	Parents of SWD	Students with Disabilities	No				Annual basis	$0.00	$0.00	$0.00				$0.00	
2	2.4	Community Schools model	All	No				Annual basis	$0.00	$4,200,000.00		$4,200,000.00			$4,200,000.00	
3	3.1	Improve attendance	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Annual basis	$4,643,102.00	$1,356,898.00	$6,000,000.00				$6,000,000.00	
3	3.2	Mental, physical, behavioral, and socioemotional health	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Annual basis	$7,619,301.00	$380,699.00	$8,000,000.00				$8,000,000.00	
3	3.3	Counseling support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	Annual basis	$3,463,985.00	$536,015.00	$4,000,000.00				$4,000,000.00	
3	3.4	Upgrade facilities	All	No				Annual basis	$0.00	$20,000,000.00				$20,000,000.00	$20,000,000.00	
3	3.5	Foster youth support	Foster Youth Low Income	Yes	Limited to Unduplicated Student Group(s)	Foster Youth Low Income	All Schools	Annual basis	$0.00	$365,000.00	$365,000.00				$365,000.00	
3	3.6	Student Support Programs	All	No				Annual basis	$0.00	$0.00	$0.00				$0.00	
4	4.1	Social-emotional support and Attendance	All	No				Annual basis	$305,000.00	$25,000.00	$25,000.00	$305,000.00			$330,000.00	

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
4	4.2	Career Technical Education (CTE) preparedness	All	No				Annual basis	$0.00	$300,000.00		$300,000.00			$300,000.00	
4	4.3	Professional learning and planning time	Gilbert High School All	No				Annual basis	$0.00	$130,000.00		$130,000.00			$130,000.00	
4	4.4	Administrative leadership and Professional learning	All	No				Annual basis	$150,000.00	$20,000.00		$170,000.00			$170,000.00	
5	5.1	College and Career Readiness	All	No				Annual basis	$720,000.00	$194,000.00		$914,000.00			$914,000.00	
6	6.1	Targeted Monitoring for Students Transitioning to CVA	All	No				Annual basis	$150,000.00	$0.00		$150,000.00			$150,000.00	
6	6.2	Expanding Opportunities for Creative Outlets	All	No				Annual basis	$0.00	$15,000.00		$15,000.00			$15,000.00	
6	6.3	Professional Learning for Teachers and Staff	All	No				Annual basis	$0.00	$15,000.00		$15,000.00			$15,000.00	
6	6.4	Expanding Communication with Students and Families	All	No				Annual basis	$0.00	$14,000.00		$14,000.00			$14,000.00	

2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$307,670,832.00	$99,825,339.00	32.445%	0.000%	32.445%	$102,409,135.00	0.000%	33.285 %	**Total:**	$102,409,135.00
								LEA-wide Total:	$102,044,135.00
								Limited Total:	$6,665,000.00
								Schoolwide Total:	$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Professional learning plan	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$17,000,000.00	
1	1.2	Effective Instruction	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$5,000,000.00	
1	1.4	Technological resources	Yes	LEA-wide	Low Income	All Schools	$8,000,000.00	
1	1.5	Broad course of study	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$30,000,000.00	
1	1.6	English learners (plurilingual) and Long-term English Learner (LTEL) students	Yes	LEA-wide Limited to Unduplicated Student Group(s)	English Learners	All Schools	$6,300,000.00	
1	1.7	Instructional options	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$7,929,135.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.1	Increase parent engagement	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$9,000,000.00	
2	2.2	FACES support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$815,000.00	
3	3.1	Improve attendance	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$6,000,000.00	
3	3.2	Mental, physical, behavioral, and socioemotional health	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$8,000,000.00	
3	3.3	Counseling support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$4,000,000.00	
3	3.5	Foster youth support	Yes	Limited to Unduplicated Student Group(s)	Foster Youth Low Income	All Schools	$365,000.00	

2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$181,109,035.00	$185,389,283.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	**1.1**	Professional learning plan	Yes	$19,070,000.00	$17,032,485.00
1	**1.2**	Effective instruction	Yes	$7,954,000.00	$6,744,786.00
1	**1.3**	Instructional materials	No	$8,000,000.00	$5,330,706.00
1	**1.4**	Technological resources	Yes	$8,800,800.00	$8,015,665.00
1	**1.5**	Broad course of study	Yes	$30,520,000.00	$29,368,756.00
1	**1.6**	English learners	Yes	$7,270,000.00	$9,085,487.00
1	**1.7**	Instructional options	Yes	$7,097,500.00	$7,929,135.00
1	**1.8**	Students with disabilities	No	$1,080,000.00	$1,080,000.00
1	**1.9**	Post-secondary readiness	Yes	$1,850,500.00	$1,395,006.00
1	**1.10**	Reduction of class size, hiring and retaining teachers	Yes	$7,200,000.00	$16,801,369.00
2	**2.1**	Increase parent engagement	Yes	$8,635,000.00	$9,211,691.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.2	FACES support	Yes	$2,510,000.00	$4,719,777.00
2	2.3	Parents of SWD	No	$0.00	$0.00
2	2.4	Community Schools model	No	$4,200,000.00	$4,200,000.00
3	3.1	Improve attendance	Yes	$8,200,000.00	$6,119,102.00
3	3.2	Mental and physical health	Yes	$14,695,735.00	$14,399,941.00
3	3.3	Counseling support	Yes	$4,160,000.00	$4,090,925.00
3	3.4	Upgrade facilities	No	$39,500,000.00	$39,500,000.00
3	3.5	Foster youth support	Yes	$365,500.00	$364,452.00

2023-24 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
$98,829,956.00	$124,560,169.00	$123,059,398.00	$1,500,771.00	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Professional learning plan	Yes	$17,350,000.00	$17,032,485.00		
1	1.2	Effective instruction	Yes	$6,450,000.00	$4,745,408.00		
1	1.4	Technological resources	Yes	$8,800,800.00	$8,015,665.00		
1	1.5	Broad course of study	Yes	$30,000,000.00	$29,368,756.00		
1	1.6	English learners	Yes	$5,640,000.00	$7,307,765.00		
1	1.7	Instructional options	Yes	$6,897,500.00	$7,929,135.00		
1	1.9	Post-secondary readiness	Yes	$1,500,000.00	$1,395,006.00		
1	1.10	Reduction of class size, hiring and retaining teachers	Yes	$16,801,369.00	$16,801,369.00		
2	2.1	Increase parent engagement	Yes	$8,550,000.00	$9,211,691.00		
2	2.2	FACES support	Yes	$810,000.00	$2,998,338.00		
3	3.1	Improve attendance	Yes	$8,200,000.00	$6,119,102.00		
3	3.2	Mental and physical health	Yes	$9,035,000.00	$7,679,301.00		
3	3.3	Counseling support	Yes	$4,160,000.00	$4,090,925.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.5	Foster youth support	Yes	$365,500.00	$364,452.00		

To Add a Row: Click “Add Row.”
To Delete a Row: Remove all content from each cell, checkbox and dropdown of a row (including spaces), press “Save Data” and refresh the page.

2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$320,142,638.00	$98,829,956.00	2.68	33.551%	$123,059,398.00	0.000%	38.439%	$0.00	0.000%

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).

        - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC*

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."

Comprehensive Support and Improvement
An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections 52060(g) (California Legislative Information) and 52066(g) (California Legislative Information) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).

- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:

    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The LCFF State Priorities Summary provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:
    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.
        - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain

accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.

- If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
        - The reasons for the ineffectiveness, and
        - How changes to the action will result in a new or strengthened approach.

Actions:
Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.

- For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

- As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.

- These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.

    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:

    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and

    - Professional development for teachers.

    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements
An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions
In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only
Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8).

Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.

- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.

- **Action #**: Enter the action's number as indicated in the LCAP Goal.

- **Action Title**: Provide a title of the action.

- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If "Yes" is entered into the Contributing column, then complete the following columns:

    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

- **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

- **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.

- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.

    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.

- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.

- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.

- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as

a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.

- As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

  For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.

- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.

- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.

- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**

- This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display "Not Required."

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
  - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**

- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**

  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

    The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

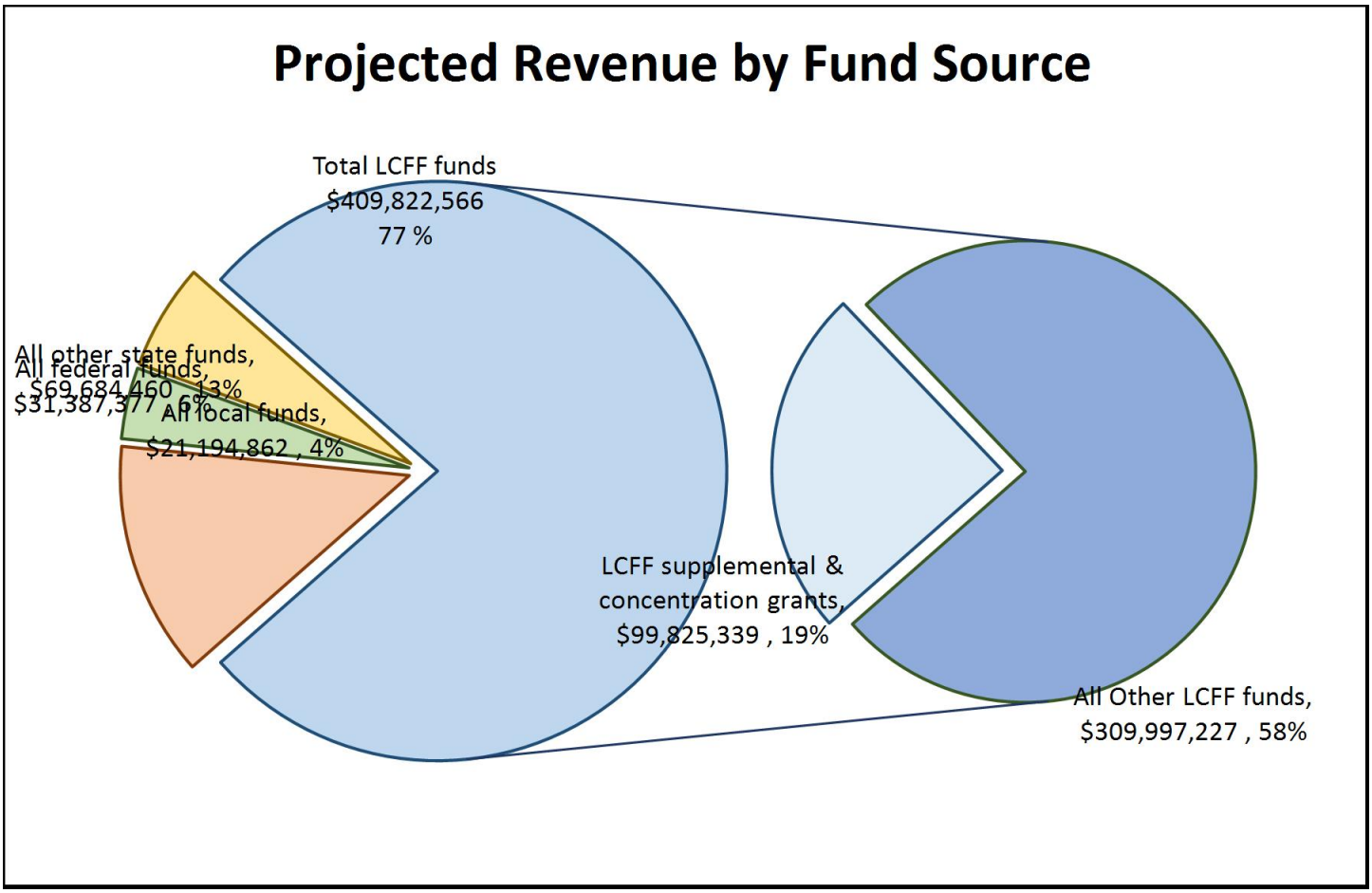


LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Anaheim Union High School District
CDS Code: 30-664310000000
School Year: 2024-25
LEA contact information:
Roxanna Hernandez, Ed.D.
Director, Learning and Development
hernandez_r@auhsd.us
714-999-3579

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2024-25 School Year

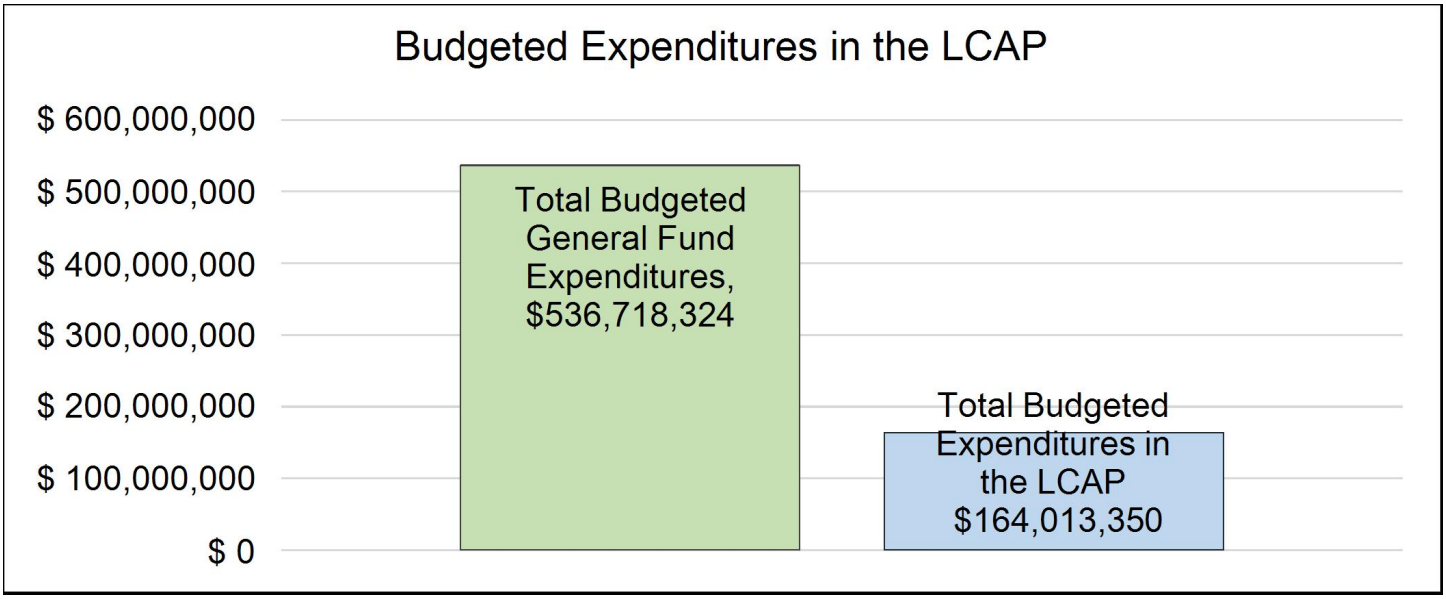


This chart shows the total general purpose revenue Anaheim Union High School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Anaheim Union High School District is $532,089,265, of which $409,822,566.00 is Local Control Funding Formula (LCFF), $69,684,460.00 is other state funds, $21,194,862.00 is local funds, and $31,387,377.00 is federal funds. Of the $409,822,566.00 in LCFF Funds, $99,825,339.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Anaheim Union High School District plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Anaheim Union High School District plans to spend $536,718,324.00 for the 2024-25 school year. Of that amount, $164,013,350.00 is tied to actions/services in the LCAP and $372,704,974 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

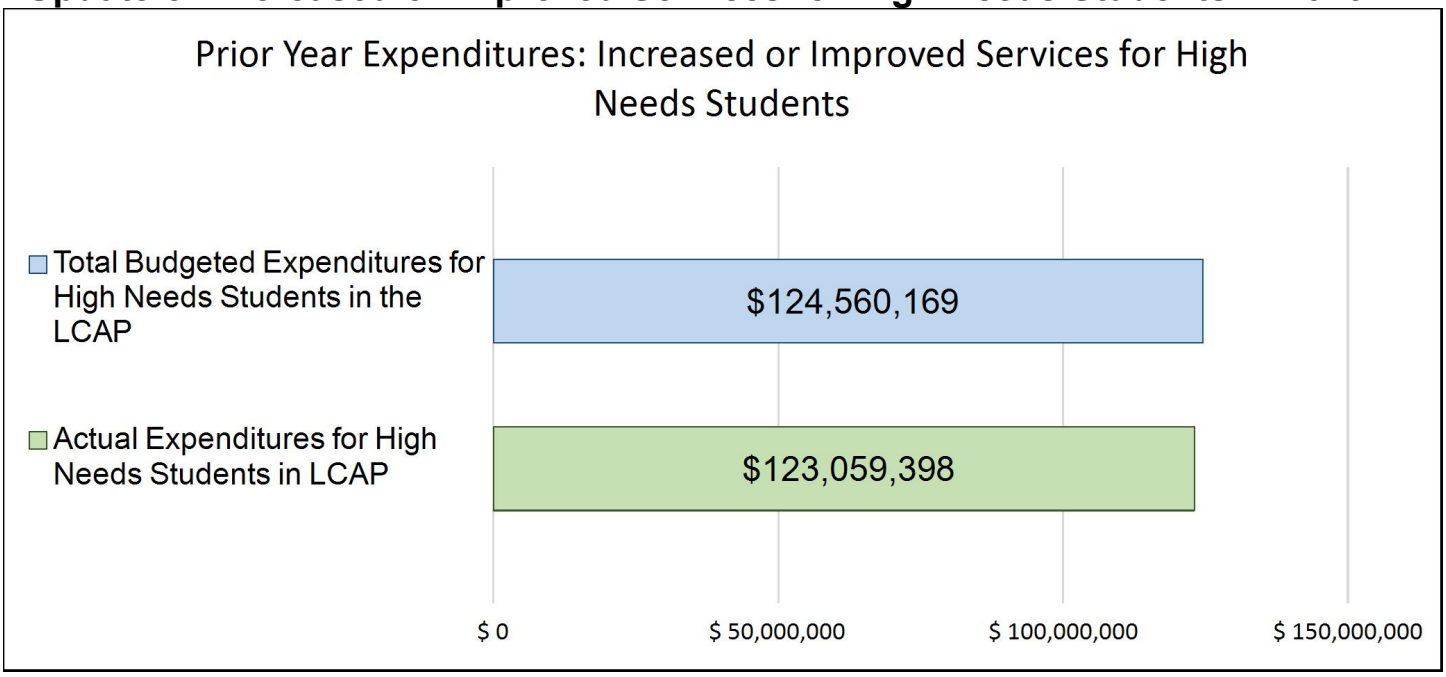
Base funding for salaries and benefits are not included in the LCAP. District expenditures from maintenance projects and bond projects are not included in the LCAP.

Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, Anaheim Union High School District is projecting it will receive $99,825,339.00 based on the enrollment of foster youth, English learner, and low-income students. Anaheim Union High School District must describe how it intends to increase or improve services for high needs students in the LCAP. Anaheim Union High School District plans to spend $102,409,135.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2023-24



This chart compares what Anaheim Union High School District budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Anaheim Union High School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-24, Anaheim Union High School District's LCAP budgeted $124,560,169.00 for planned actions to increase or improve services for high needs students. Anaheim Union High School District actually spent $123,059,398.00 for actions to increase or improve services for high needs students in 2023-24.

The difference between the budgeted and actual expenditures of $-1,500,771 had the following impact on Anaheim Union High School District’s ability to increase or improve services for high needs students:

The District continues to provide academic, social-emotional, and school climate supports, and programs. Some of these efforts were supported with ESSER funds and, therefore are not considered contributing funds in the LCAP. Additionally, the carryover funds from 2023-24 will be addressed in expenditures in the 2024-25 LCAP year.

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

APPROVAL OF COMMITTED FUND BALANCE (GENERAL FUND)

RESOLUTION NO. 2023/24-B-17

June 13, 2024

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

WHEREAS, The Governmental Standards Accounting Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District has previously adopted Board Policy 41009 acknowledging its authority to commit, assign, or evaluate existing fund balance classifications and identify the intended uses of committed or assigned funds; and

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Board of Trustees; and

WHEREAS, once committed fund balance constraints are imposed, it requires the constraint to be removed by the Board of Trustees prior to redirecting the funds for other purposes; and

WHEREAS, the Board of Trustees has determined it has specific needs that it elects to fund with portions of its General Fund ending fund balance.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District hereby commits to utilizing portions of its General Fund ending fund balance, as indicated by the Committed Fund classification in its financial statements, for the following purposes:

Additional 3% Reserve
Benefits for Classified Summer Assistance
Pension Investment
Reserve for Bus Leasing
School Site Carryover
Staffing
Supplemental/Concentration Carryover
Technology Set-aside
Textbook Adoptions
Wellness Program

BE IT FURTHER RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the board adopts another resolution to remove or change the constraint; and

BE IT FURTHER RESOLVED, Anaheim Union High School District's superintendent, or its designee, is hereby authorized and directed to finalize the amounts to be committed for the purposes directed above based on the unaudited actual financial report for fiscal year 2023-24 no later than September 15, 2024.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on June 13, 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 13th day of June 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 13th day of June 2024.

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

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

ADJUSTMENTS TO INCOME AND EXPENDITURES (GENERAL FUND)

RESOLUTION NO. 2023/24-B-18

June 13, 2024

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District determined that income for the District in the amount required to finance the total budget, expenditures and transfers for the current fiscal year from sources listed in California Education Code Sections 42602/42610; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to income and expenses per attached schedule of adjustments.

NOW, **BE IT FURTHER RESOLVED,** that the Board of Trustees approves the adjustments to fund balance per attached schedule of adjustments.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on June 13, 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 13th day of June 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 13th day of June 2024.

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

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

FOR ADJUSTMENTS TO INCOME AND EXPENDITURES (GENERAL FUND)

RESOLUTION NO. 2023/24-B-18

June 13, 2024

Schedule of Adjustments

Budgetary Account Number	Income Source	Amount
8010-8099	Local Control/Property Tax	$ 143,664.00
8100-8299	Federal Revenues	(12,660.00)
8300-8599	Other State Revenues	829,157.00
8600-8799	Other Local Revenues	725,253.00
8930-8979	Other Sources/Uses	-
	Increase (Decrease) to Revenue	$ 1,685,414.00
	Expenditure	
1000-1999	Certificated Salaries	$ 1,131,117.00
2000-2999	Classified Salaries	895,267.00
3000-3999	Employee Benefits	670,373.00
4000-4999	Books and Supplies	(3,076,382.00)
5000-5999	Services, Other Operating	1,357,281.00
6000-6999	Capital Outlay	(1,647,966.00)
7100-7499	Other Outgo	(41,795,855.00)
7600-7629	Transfers In/Out	-
	Increase (Decrease) to Expenditures	$ (42,466,165.00)
	Fund Balance Accounts	
9712	Nonspendable Stores	$ -
9713	Prepaid Expenditures	-
9740	Restricted	3,054,631.00
9760	Other Commitments	(14,587,783.00)
9780	Other Assignments	-
9789	Reserve for Economic Uncertainties	(1,273,985.00)
9790	Unappropriated Fund Balance	56,958,716.00
	Beginning Fund Balance Adjustment	-
	Increase (Decrease) to Fund Balance	$ 44,151,579.00

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

ADJUSTMENTS TO INCOME AND EXPENDITURES (VARIOUS FUNDS)

RESOLUTION NO. 2023/24-B-19

June 13, 2024

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District determined that income for the District in the amount required to finance the total budget, expenditures, and transfers for the current year from sources listed in California Education Code Sections 42602/42610; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to income and expenses per attached schedule of adjustments.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees approves the adjustments to fund balance per attached schedule of adjustments.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on June 13, 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 13th day of June 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 13th day of June 2024.

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

RESOLUTION NO. 2023/24-B-19

June 13, 2024

Schedule of Adjustments

Object Code and Description	DEFERRED MAINT FUND	CAPITAL FACILITIES FUND	CAPITAL FACILITIES AGENCY RDA	COUNTY SCHOOL FACILITIES	SCHOOL FACILITIES	SPECIAL RESERVE	SELF-INSURANCE WORKERS COMP FUND	SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS	SPECIAL RESERVE 2017 COP PROJECTS
	FUND DESCRIPTION								
8000 - ALL REVENUE SOURCES	$ (2,163,947.00)	$ 142,765.00	$ -	$ 2,961,506.00	$ 2,972,468.00	$ (70,038,494.00)	$ 1,565.00	$ 33,268,745.00	$ 15,060.00
1000 - CERTIFICATED SALARIES	-	-	-	-	-	-	-	-	-
2000 - CLASSIFIED SALARIES	-	-	-	-	-	-	-	-	-
3000 - EMPLOYEE BENEFITS	-	-	-	-	-	-	-	-	-
4000 - BOOKS AND SUPPLIES	-	450,346.00	-	-	-	-	-	-	-
5000 - SVCS & OTHER OPER EXP	-	-	-	-	-	-	(25,380.00)	-	-
6000 - CAPITAL OUTLAY	(12,071,989.00)	(2,024,365.00)	(6,880,165.00)	2,961,506.00	-	(19,200,191.00)	-	-	(242,904.00)
7000 - OTHER OUTGO	-	-	-	-	2,972,468.00	-	-	-	-
INCREASE (DECREASE) TO EXPENDITURES	(12,071,989.00)	(1,574,019.00)	(6,880,165.00)	2,961,506.00	2,972,468.00	(19,200,191.00)	(25,380.00)	-	(242,904.00)
FUND BALANCE INCREASE (DECREASE)	$ 9,908,042.00	$ 1,716,784.00	$ 6,880,165.00	$ -	$ -	$ (50,838,303.00)	$ 26,945.00	$ 33,268,745.00	$ 257,964.00

EXHIBIT E
2024-25
Proposed Budget, is included as a separate attachment.

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

EDUCATION PROTECTION ACCOUNT 2024-25

RESOLUTION NO. 2023/24-B-20

June 13, 2024

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

WHEREAS, the voters approved Proposition 30 on November 6, 2012; and

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and

WHEREAS, the voters approved Proposition 55 on November 8, 2016, which extended the Proposition 30 temporary income tax increase on high income earners by twelve years through 2030; and

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year; and

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts; and

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government; and

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

WHEREAS, the Board of Trustees of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the Board of Trustees; and

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution; and

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Board of Trustees of the Anaheim Union High School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Board of Trustees of the Anaheim Union High School District has determined to spend the monies received from the Education Protection Act as attached.

PASSED AND ADOPTED by the Board of Trustees of the Anaheim Union High School District, County of Orange, State of California, this 13th day of June 2024, by a roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and the secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 13th day of June 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 13th day of June 2024.

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

Anaheim Union High School District
2024-25 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Expenditures through: June 30, 2024

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	
Revenue Limit Sources	8010-8099	75,260,237.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		75,260,237.00
EXPENDITURES AND OTHER FINANCING USES		
(Functions 1000-9999)	**Function Codes**	
Instruction	1000-1999	75,260,237.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		75,260,237.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June, 2024, between the Anaheim Union High School District ("District") and The Merage Jewish Community Center of Orange County ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from June 14, 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 **$110/Hr. (Weekdays)** and **$140/Hr. (Weekends),** with a Four hour minimum. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the Contractor receives an invoice from District for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. The Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

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.

    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.

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

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.

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.

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.

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

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

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.

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.

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

2.5. All policies shall be written on an occurrence form.

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.

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, District shall notify the Contractor, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If District performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the Contractor of the violation, District shall bear all costs arising therefrom.

12. Permits/Licenses. District and all Districts's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. District is responsible for maintaining safety in the performance of this Agreement. The Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes No **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 Contractor's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

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

Contractor
Merage Jewish Community Center of OC
Attn: Scott Braswell
Address: 1 Federation Way
Irvine, Ca. 92603
Phone: (949) 435-3400
Email: scottb@jccoc.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

Merage Jewish Community Center of OC

Date: 4-9-2024

By: _____

Print Name: Scott Braswell

Its: CEO

EXHIBIT A

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

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 Merage Jewish Community Center of OC students when the DISTRICT has available extra school buses and licensed school bus drivers.

RESPONSE TO IMMIGRATION ENFORCEMENT 8145.13 (5145.13)

The Governing Board is committed to the success of all students and believes that every school site should be a safe and welcoming place for all students and their families irrespective of their citizenship or immigration status.

District staff shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and federal law. (Education Code 234.7) **The District shall not solicit or collect entire Social Security numbers or cards. The District shall solicit and collect the last four digits of an adult household member's Social Security number only if required to establish eligibility for federal benefit programs. When collecting the last four digits of an adult household member's Social Security number to establish eligibility for a federal benefit program, the District shall explain the limited purpose for which this information is collected, and clarify that a failure to provide this information will not bar the student from enrolling in or attending the school.**

No student shall be denied equal rights and opportunities nor be subjected to unlawful discrimination, harassment, intimidation, or bullying in the district's programs and activities on the basis of his/her immigration status. (Education Code 200, 220, 234.1) The Superintendent or designee shall notify parents/guardians regarding their children's right to a free public education regardless of immigration status or religious beliefs and their rights related to immigration enforcement. (Education Code 234.7) **The District shall treat all students equitably in the receipt of all school services, including, but, not limited to, the gathering of student and family information for the free and reduced lunch program, transportation, and educational instruction. Where residency, age, and other eligibility criteria for purposes of enrollment or any program may be established by alternative documents or information permitted by law or this this policy, the District procedures and forms shall describe to the applicant, and accommodate all alternatives specified in law and all alternatives authorized under this policy.**

Consistent with requirements of the California Office of the Attorney General, the Superintendent or designee shall develop procedures for addressing any requests by a law enforcement officer for access to district records, school sites, or students for the purpose of immigration enforcement.

Teachers, school administrators, and other school staff shall receive training regarding immigration issues, including information on responding to a request from an immigration officer to visit a school site or to have access to a student.

The Superintendent or designee shall report to the Board in a timely manner any requests for information or access to a school site by an officer or employee of a law enforcement agency for the purpose of enforcing the immigration laws. Such notification shall be provided in a manner

that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

Legal Reference:

EDUCATION CODE
200 Educational equity
220 Prohibition of discrimination
234.1 Safe Place to Learn Act
234.7 Student protections relating to immigration and citizenship status
48204.4 Evidence of residency for school enrollment
48980 Parental notifications
48985 Notices to parents in language other than English

GOVERNMENT CODE
8310.3 California Religious Freedom Act

PENAL CODE
422.55 Definition of hate crime
627.1-627.6 Access to school premises, outsiders

UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act COURT

DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS
Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

WEB SITES
CSBA: http://www.csba.org
California Office of the Attorney General: http://oag.ca.gov
California Department of Education: http://www.cde.ca.gov

California Department of Fair Employment and Housing: http://www.dfeh.ca.gov California Department of Justice: http://www.justice.gov U.S. Department of Education, Office for Civil Rights:
http://www.ed.gov/about/offices/list/ocr
U.S. Immigration and Customs Enforcement: http://www.ice.gov
U.S. Immigration and Customs Enforcement, Online Detainee Locator System:
http://locator.ice.gov/odls

Board of Trustees
Board Approved: July 12, 2018
Revised: TBD
S

Responding to Requests for Information

Unless authorized by the Family Educational Rights and Privacy Act pursuant to 20 USC 1232g, student information shall not be disclosed to immigration law enforcement authorities without parental consent, a court order, or judicial subpoena. The Superintendent or designee shall annually notify parents/guardians that the district will not release student information to third parties for immigration enforcement purposes, unless the parent/guardian consents **or except as required by law or court order**. **Pursuant to Board Policy 81502 and Administrative Regulation 81502-R, unless the District is providing information for a legitimate educational purpose under FERPA and the California Education Code or directory information, the District shall notify parents or guardians and eligible student and receive their written consent, except in the case of a judicial subpoena or court order, before it releases a student's personally identifiable information.**

Upon receiving any verbal or written request for information related to a student's or family's immigration or citizenship status, district staff shall:

1. Notify the Superintendent or designee about the information request

2. Provide students and families with appropriate notice and a description of the immigration officer's request

3. Document any request for information by immigration authorities

4. Provide students and parents/guardians with any documents provided by the immigration enforcement officer, unless such disclosure is prohibited by a subpoena served on the district or in cases involving investigations of child abuse, neglect, or dependency

Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on national origin, immigration status, religion, or other category of individual characteristics protected against unlawful discrimination. (Government Code 8310.3)

Responding to Requests for Access to Students or School Grounds

District staff shall receive parent/guardian consent before a student is interviewed or searched by any officer seeking to enforce civil immigration laws at the school, unless the officer presents a valid, effective warrant signed by a judge or a valid, effective court order. A student's parent/guardian shall be immediately notified if a law enforcement officer requests or gains access to the student for immigration enforcement purposes, unless the judicial warrant or subpoena restricts disclosure to the parent/guardian.

All visitors and outsiders, including immigration enforcement officers, shall register with the principal or designee upon entering school grounds during school hours. Each visitor or outsider shall provide the principal or designee with his/her name, address, occupation, age if less than 21, purpose in entering school grounds, proof of identity, and any other information required by law. (Penal Code 627.2, 627.3)

As early as possible, district staff shall notify the Superintendent or designee**, including on-site school police or other appropriate administrator,** of any request by an immigration enforcement officer for access to the school or a student or for review of school documents, including service of lawful subpoenas, petitions, complaints, warrants, or other such documents.

In addition, district staff shall take the following actions in response to an officer present on the school campus specifically for immigration enforcement purposes:

1. Advise the officer that before school personnel can respond to the officer's request, they must first receive notification and direction from the Superintendent or designee, except under exigent circumstances that necessitate immediate action

2. Request to see the officer's credentials, including his/her name and badge number, and the phone number of the officer's supervisor, and note or make a copy of all such information

3. Ask the officer for his/her reason for being on school grounds and document the response.

4. Request that the officer produce any documentation that authorizes his/her school access

5. Make a copy of all documents produced by the officer and retain one copy for school records.

6. If the officer declares that exigent circumstances exist and demands immediate access to the campus, comply with the officer's orders and immediately contact the Superintendent or designee.

7. If the officer does not declare that exigent circumstances exist, respond according to the requirements of the officer's documentation, as follows:

    a. If the officer has an Immigrations and Customs Enforcement (ICE) administrative warrant, district staff shall inform the agent that they cannot consent to any request

without first consulting with the district's legal counsel or other designated district official.

b. If the officer has a federal judicial warrant, such as a search and seizure warrant or an arrest warrant signed by a federal judge or magistrate, district staff shall promptly comply with the warrant. If feasible, district staff shall consult with the district's legal counsel or designated administrator before providing the officer with access to the person or materials specified in the warrant.

c. If the officer has a subpoena for production of documents or other evidence, district staff shall inform the district's legal counsel or other designated official of the subpoena and await further instructions as to how to proceed.

8. Do not attempt to physically impede the officer, even if the officer appears to be exceeding the authorization given under a warrant or other document. If an officer enters the premises without consent, district staff shall document the officer's actions while on campus.

9. After the encounter with the officer, promptly make written notes of all interactions with the officer, including:

a. A list or copy of the officer's credentials and contact information.

b. The identity of all school personnel who communicated with the officer.

c. Details of the officer's request.

d. Whether the officer presented a warrant or subpoena to accompany his/her request, what was requested in the warrant or subpoena, and whether the warrant or subpoena was signed by a judge.

e. District staff's response to the officer's request.

f. Any further action taken by the officer.

g. A photo or copy of any documents presented by the officer.

10. Provide a copy of these notes and associated documents collected from the officer to the district's legal counsel or other designated district official

The district's legal counsel or other designated official shall submit a timely report to the Governing Board regarding the officer's requests and actions and the district's responses. (Education Code 234.7)

The Superintendent or designee shall also email the Bureau of Children's Justice in the California Department of Justice (BCJ@doj.ca.gov) regarding any attempt by a law enforcement officer to access a school site or a student for immigration enforcement purposes.

Responding to the Detention or Deportation of Student's Family Member

The Superintendent or designee shall encourage students and their families to update their emergency contact information as needed throughout the school year and to provide alternative contacts, including an identified trusted adult guardian, in case a student's parent/guardian is detained or is otherwise unavailable. The Superintendent or designee shall notify students' families that information provided on the emergency cards will only be used in response to specific emergency situations and not for any other purpose.

The Superintendent or designee shall also encourage all students and families to learn their emergency phone numbers and be aware of the location of important documentation, including birth certificates, passports, social security cards, physicians' contact information, medication lists, lists of allergies, and other such information that would allow the students and families to be prepared in the event that a family member is detained or deported.

In the event that a student's parent/guardian is detained or deported by federal immigration authorities, the Superintendent or designee shall release the student to the person(s) designated in the student's emergency contact information or to any individual who presents a caregiver's authorization affidavit on behalf of the student. The Superintendent or designee shall only contact child protective services if district personnel are unable to arrange for the timely care of the student by the person(s) designated in the emergency contact information maintained by the school or identified on a caregiver's authorization affidavit.

The Superintendent or designee shall notify a student whose parent/guardian was detained or deported that the student continues to meet the residency requirements for attendance in a district school, provided that the parent/guardian was a resident of California and the student lived in California immediately before he/she moved out of state as a result of the parent/guardian's departure. (Education Code 48204.4)

The Superintendent or designee may refer a student or his/her family members to other resources for assistance, including, but not limited to, an ICE detainee locator, legal assistance, or the consulate or embassy of the parent/guardian's country of origin.

ALTERNATIVE/CONTINUATION EDUCATION 8533 (6184)

The Governing Board shall provide a continuation education program as an option for at-risk students who may need a flexible educational environment. The continuation education program shall be designed to meet the educational needs of each student, provide an opportunity for participating students to complete the required course of instruction necessary to graduate from high school, emphasize occupational orientation or a work study schedule, and offer intensive guidance services.

The continuation education program shall be aligned with the goals identified in the district's local control and accountability plan, designed and implemented in collaboration with other high schools within the district, and coordinated with other educational options available to district students.

The Superintendent or designee shall appoint a director of continuation education who shall be responsible for the organization and administration of the district's continuation education program and guidance, placement, and follow-up services for participating students. (5 CCR 11000, 11003)

The continuation high school shall be conducted for not less than 175 days during a school year. The Board may maintain continuation classes during the district's regular school hours, during special school hours for these classes established by the Board, or during such hours and for such length of time during the day or evening that adult education classes are maintained. (Education Code 48434; 5 CCR 11004)

Students eligible for continuation education classes shall be age 16 or 17 years at the time of their enrollment and shall not have graduated from high school. (Education Code 48400, 48413)

A student may be involuntarily transferred into a continuation education program in accordance with law and administrative regulation. (Education Code 48432.5)

With the consent of the Superintendent or designee, a student may voluntarily enroll in continuation classes in order to receive special attention such as individualized instruction. (Education Code 48432, 48432.3, 48432.5)

Priority for voluntary enrollment in continuation classes shall be given to students who need credit recovery in order to graduate with their peers and to students who, due to employment, pregnancy, parenting responsibilities, or other circumstances, are unable to attend a comprehensive high school. A student with a disability shall be admitted only if his/her individualized education program specifically states that a continuation high school setting meets his/her needs.

Enrollment criteria shall be applied consistently throughout the district. (Education Code 48432.3)

Students may be enrolled in a regional occupational center or program within the county in lieu of, or in combination with, continuation education. (Education Code 48432)

Students otherwise subject to compulsory attendance in continuation education classes may be exempted if they meet any of the conditions specified in Education Code 48410 and AR 5112.1 - Exemptions from Attendance.

The Superintendent or designee shall regularly evaluate the effectiveness of district continuation education programs and report these evaluation results to the Board. Indicators may include, but not be limited to, disaggregated data on student enrollment, student assessment results, and graduation rates.

Legal Reference:

State	Description
5 CCR 11000-11010	Continuation education
Ed. Code 46170	Continuation schools; minimum day
Ed. Code 48400	Weekly minimum attendance requirement
Ed. Code 48400-48454	Compulsory continuation education
Ed. Code 48402	Enrollment in continuation education; minors not regularly employed
Ed. Code 48410-48416	Compulsory continuation education; exempt students Continuation
Ed. Code 48430-48438	classes
Ed. Code 48450-48454	Violations
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48900.5	Suspension, limitation on imposition; exception
Ed. Code 48903	Limitations on days of suspension
Ed. Code 51220-51230	Courses of study; graduation requirements
Fam. Code 7000-7002	Emancipation of minors law
Fam. Code 7050	Purposes for which emancipated minor considered an adult

Management Resources	Description
Court Decision	Nathan G. v. Clovis Unified School District (2014) 224 Cal.App.5th 1393
	John W. Gardner Center Publication Raising the Bar, Building Capacity: Driving Improvement in California's Continuation High Schools, May 2012
Website	CSBA District and County Office of Education Legal Services
Website	California Continuation Education Association

Website	John W. Gardner Center for Youth and Their Communities, Stanford School of Education
Website	California Department of Education

Board of Trustees
April 14, 1983
Revised: March 26, 1987
Reviewed: January 16, 1990
Revised: February 1993
Revised: September 1996
Revised: May 1998
Revised: November 1998
Revised: March 1999
References Reviewed: October 2003
Revised: September 2005
Revised: TBD
E

Program Components

The district's continuation education program shall include the following components:
Curriculum that prepares students to meet the course requirements for graduation prescribed in Education Code 51224-51225.3 (5 CCR 11004)

A plan to coordinate instruction and training in the continuation education program with the student's home, employment, and other agencies (5 CCR 11003)

Instruction based on individual student needs as determined by counseling and coordination services (5 CCR 11002)

Personal guidance in matters affecting students' personal, social, and educational adjustment (5 CCR 11001)

Occupational guidance to prepare students for future employment opportunities (5 CCR 11001)

Placement in suitable employment whenever students can benefit from such employment, and follow-up visitations at places of employment to determine the effectiveness of the guidance and placement services (5 CCR 11001)

Regular home contacts and parent conferences when students are not succeeding in the continuation program (5 CCR 11001)

Regular contacts with students enrolled for only four hours per week and all students suspended from continuation education, with the intent of eventually returning them to the full-time continuation education program (5 CCR 11001)

Regular communication with all parents/guardians regarding their child's progress in the educational program

Opportunities for parent/guardian and community involvement in school activities and program planning

Student support services that may include, but are not limited to, academic support services, health services or referrals, child care and development services for the children of enrolled students, and/or prevention and intervention services for alcohol or substance abuse

ANAHEIM UNION HIGH SCHOOL DISTRICT

Professional development that includes opportunities for teachers to continually improve their instructional and classroom management skills

Efforts to ensure school safety and promote a positive school climate

Involuntary Transfer

A decision to transfer a student involuntarily into continuation education classes shall be based on a finding that the student: (Education Code 48432.5)
Committed an act enumerated in Education Code 48900

Has been habitually truant or irregular in attendance from instruction the student is lawfully required to attend.

Involuntary transfer to a continuation school shall be made only when other means fail to bring about student improvement. However, a student may be involuntarily transferred the first time an act enumerated in Education Code 48900 is committed if the principal determines that the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48432.5)

Prior to an involuntary transfer, the student and the student's parent/guardian, or a foster youth's educational rights holder, attorney and social worker, or an Indian child's tribal social worker, and if applicable, county social worker, shall be given written notice that a meeting may be requested with the Superintendent or designee. (Education Code 48432.5)

At the meeting, the student and the student's parent/guardian, or, if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker, or, if applicable, county social worker, shall be informed of the specific facts and reasons for the proposed transfer, and have the opportunity to inspect all documents relied upon, question any evidence and witnesses presented, and present evidence on the student's behalf. The student may designate one or more representatives and witnesses to be present with the student at the meeting. (Education Code 48432.5)

A written decision to transfer, stating the facts and reasons for the decision, shall be sent to the student and the student's parent/guardian or, if the student is a foster youth, the foster youth's educational rights holder, attorney, and county social worker, or, if the student is an Indian child, the Indian child's tribal social worker, or, if applicable, county social worker. It shall indicate whether the decision is subject to periodic review and the procedure for such review. (Education Code 48432.5)

The persons making the final decision for involuntary transfer shall not be members of the staff of the school in which the student is enrolled at the time. (Education Code 48432.5)

No involuntary transfer to a continuation school shall extend beyond the end of the semester following the semester when the acts leading to the involuntary transfer occurred. (Education Code 48432.5)

Voluntary Enrollment

As space permits, students who meet the eligibility criteria specified in Board policy may voluntarily enroll in a continuation school. A student may be considered for placement in the continuation school whenever the student's parent/guardian submits a written request to the Superintendent or designee or the student is referred by a counselor or school administrator.

Approval of a student's voluntary transfer shall be based on a finding that the placement will promote the educational interests of the student. (Education Code 48432.3)

Voluntary enrollment shall be subject to the following conditions: (Education Code 48432.3, 48432.5)

A student's voluntary placement in continuation education shall not be used as an alternative to expulsion unless alternative means of correction have been attempted pursuant to Education Code 48900.5.

The district shall strive to ensure that no specific group of students, including a group based on race, ethnicity, language status, or special needs, is disproportionately enrolled in continuation education within the district.

The Superintendent or designee shall annually review disaggregated student enrollment data and report such data to the Governing Board. If it is determined that one or more student groups are enrolled in continuation education at a significantly higher level than their proportional enrollment in the district, the Superintendent or designee shall conduct a review of enrollment criteria and procedures to determine the reason for the disproportionate enrollment.

A copy of this administrative regulation and accompanying Board policy shall be provided to a student whose voluntary transfer to a continuation school is under consideration and to the student's parent/guardian.

Before a student is transferred and upon request by the student's parent/guardian, the parent/guardian may meet with a counselor, principal, or administrator from both the school that the student is currently attending and the continuation school to determine if transferring is the best option for the student.

To the extent possible, voluntary transfer to a continuation school shall occur within the first four weeks of each semester.

The transfer is voluntary, and the student has a right to return to the student's previous school.

A student who is voluntarily enrolled in continuation education may return to the regular high school at the beginning of the following school year, or at any other time with the consent of the Superintendent or designee.

Intake and Orientation

Upon voluntary or involuntary transfer to a continuation education program, an intake meeting shall be conducted with each student and the student's parent/guardian. At this meeting, the principal or counselor shall provide information about each course and the number of credits that the student needs to complete in order to graduate and shall develop an individualized academic plan for the student. The student, and the student's parent/guardian as appropriate, shall sign a contract indicating their commitment to these objectives.

In addition, at the beginning of each school year, the district coordinator for continuation education, school counselor(s), or other designee(s) shall provide an orientation session for all incoming students and their parents/guardians in order to explain the credit recovery process and establish expectations for student conduct and participation. As appropriate, extended orientation sessions may be provided to assist students in developing academic, social, communication, anger management, or other skills necessary to success in school.

Minimum Attendance Requirement

In continuation high schools and classes, a day of attendance shall be at least 180 minutes. (Education Code 46170)

Each student shall attend classes for not less than 15 hours per week. However, if a student gives satisfactory proof of regular employment, the student may attend classes for not less than four hours per week for the regular school term. These requirements may be met by any combination of attendance in a continuation education class and/or regional occupational center or program. (Education Code 46170, 48402, 48400)

Leaves of Absence

A student enrolled in compulsory continuation education classes may take a leave of absence for up to two semesters for the purpose of supervised travel, study, training, or work in accordance with law, Board policy, and administrative regulation. (Education Code 48416)

Reenrollment

Any person age 16 or 17 years who terminated enrollment in continuation school after obtaining a certificate of proficiency may reenroll in the district once without prejudice. If the student leaves a second time, the Superintendent or designee may deny reenrollment until the beginning of the next semester. (Education Code 48414)

INVOLUNTARY STUDENT TRANSFERS 8535 (5116.2)

While the Governing Board desires to enroll students in the district school of their choice, it recognizes that circumstances sometimes necessitate the involuntary transfer of a student to another school or program in the district.

The Superintendent or designee shall develop procedures to facilitate the involuntary transfer of such students.

As applicable and as permitted by law, the Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at the schools or programs to which the student could be involuntarily transferred, and the availability of support services and other resources. Recommendations for a disciplinary transfer must be based on an appropriate investigation into the disciplinary infraction, consideration of alternative forms of discipline, and providing the student appropriate due process.

The Superintendent or designee shall ensure that involuntary transfers are made in a non-discriminatory manner.

Involuntary Transfer of a Student Convicted of Violent Felony or Misdemeanor Related to Possession of Firearms

A student may be transferred to another district school if the student is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which the student was convicted. However, before recommending such a transfer, the Superintendent, the principal, or other designee shall notify the student and the student's parent(s)/guardian(s) of the right to request a meeting with the principal or designee and shall attempt to resolve the conflict using restorative justice, counseling, or other such services. Participation of the victim in any conflict resolution program shall be voluntary, and the victim shall not be subjected to any disciplinary action for refusing to participate. (Education Code 48929)

If the attempt to resolve the conflict using restorative justice, counseling, or other such services is not successful or the victim elects not to participate, the principal or designee may submit to the Superintendent or designee a recommendation that the student should be involuntarily transferred. If the Superintendent or designee agrees with the recommendation, the Superintendent shall submit such recommendation to the Board for approval. The Superintendent's recommendation to the Board shall include the date by which the Superintendent or designee will review the involuntary transfer to determine whether to recommend to the Board that the student be permitted to transfer back to the student's original school.

The Board shall, in accordance with Board Bylaw 10322 - Closed Session, deliberate and vote on the recommendation, as well as any subsequent recommendation to permit the student to transfer back to the student's original school, in closed session to maintain the confidentiality of student information, unless a parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The Board's decisions in these instances shall be final.

Involuntary Transfers to a Continuation Education Program or Class within the District

The Superintendent or designee may involuntarily transfer a high school student to a continuation education program or class in the district if the student commits an act enumerated in Education Code 48900 or is habitually truant or irregular in school attendance from instruction which the pupil is lawfully required to attend and either of the following conditions are met: (Education Code 48432.5)

a) Other means to improve the student's behavior have failed

b) It is the first time the student committed an act enumerated in Section 48900 and the principal of the student's school determines that the student's presence causes a danger to person(s) or property or threatens to disrupt the instructional process.

c) Prior to any final decision to involuntarily transfer a student, the Superintendent or designee shall notify the student and the student's parent(s)/guardian(s) of the right to request a hearing with the Superintendent or designee prior to the transfer. If such a hearing is requested, the Superintendent or designee shall provide the specific facts and reasons for the proposed transfer, including all documents relied upon. At the hearing, the Superintendent or designee shall also allow the student or the student's parent(s)/guardian(s) to question any evidence or witnesses presented and present evidence, including witnesses, on the student's behalf. The student shall be allowed to bring one or more representatives to present at the hearing. (Education Code 48432.5)

d) If the Superintendent or designee decides to involuntarily transfer the student, the Superintendent or designee shall provide the decision to the student and the student's parent(s)/guardian(s) in writing. The decision shall include the facts and reasons for the decision and whether the decision is subject to periodic review and the periodic review procedure. (Education Code 48432.5)

e) The decision shall also include the date by which the student may transfer back to the student's original school, which shall be no longer than the end of the semester following the semester during which the acts leading directly to the involuntary transfer occurred

unless the governing board of the school district adopts a procedure for yearly review of the involuntary transfer conducted pursuant to this section at the request of the pupil or the pupil's parent or guardian. (Education Code 48432.5).

f) The final decision to involuntarily transfer the student may not involve a member of the staff of the school in which the student is enrolled at the time that the decision is made. (Education Code 48432.5)

Notice, Information, and Reports

The Superintendent or designee shall include notice of this policy in the annual notification to parents/guardians in accordance with Education Code 48980. (Education Code 48929)

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices and reports sent to the parent(s)/guardian(s) of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications or reports for any reason, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

When a foster youth or American Indian Student, as defined in Welfare and Institutions Code 224.1, is being considered for an involuntary transfer, all notices, documents, and information that would be provided to parents/guardians shall be provided to the foster youth's educational rights holder, attorney, and county social worker and the American Indian Student's tribal social worker and, if applicable, county social worker. (Education Code 48853.5)

Disciplinary Transfer Special Education and Section 504

For students identified under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, an involuntary/disciplinary transfer is a change in educational placement that may not go forward without complying with procedural safeguards, including a manifestation determination, outlined in Board Policy 8704 and 8705.01.

Legal Reference:

State	Description
Ed. Code 234.1	Monitoring, review, and assessment of anti-discrimination, anti-harassment, anti-intimidation, and anti-bullying requirements
Ed. Code 35146	Closed sessions; student matters
Ed. Code 48430-48438	Continuation classes
Ed. Code 48432.5	Involuntary transfer to continuation school
Ed. Code 48660-48666	Community day schools
Ed. Code 48662	Involuntary transfer to community day school
Ed. Code 48853.5	Foster children; notice of educational rights; educational liaison; duties; continuation at school of origin; complaint of noncompliance
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48915	Expulsion
Ed. Code 48929	Transfer of student convicted of violent felony or misdemeanor
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48981	Timing and method of parent/guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 52164	Census of pupils of limited English proficiency
Pen. Code 29805	Misdemeanors involving firearms
Pen. Code 667.5	Definition of violent felony
W&I Code 224.1	Indian child; definition
W&I Code 300	Minors subject to jurisdiction

Management Resources	Description
California Department of Education Memorandum	Overuse and Improper Use of Voluntary and Involuntary Transfers, September 2023

Court Decision	Nathan G. v. Clovis Unified School District (2014) 224 Cal.App.5th 1393
Website	CSBA District and County Office of Education Legal Services
Website	California Department of Education
Website	CSBA

Board of Trustees
April 28, 1983
Revised: April 14, 1988
Reviewed: January 16, 1990
Revised: May 1993
Revised: March 1994
Revised: November 1998
Revised: June 2005

Revised: June 2010
Revised: TBD
E

MARRIED/PREGNANT/PARENTING STUDENTS 8605 (5146)

The Governing Board recognizes that responsibilities related to marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002). The district shall not make pre-admission inquiry as to the marital status of an applicant for admission, including whether such applicant is “Miss” or “Mrs.” A district may make pre-admission inquiry as to the sex of an applicant for admission, but only if such inquiry is made equally of such applicants of both sexes and if the results of such inquiry are not used in connection with discrimination prohibited by Title IX. (34 CFR Section 106.21(c)(4))

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to

other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

4. Health care services, including prenatal care

5. Tobacco, alcohol, and/or drug prevention and intervention services

6. Academic and personal counseling

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child

2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk

3. Access to a power source for a breast pump or any other equipment used to express breast milk

4. Access to a place to store expressed breast milk safely

5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

The District encourages any student with a complaint alleging discrimination on the basis of pregnancy or marital or parental status to seek to resolve their complaint at the earliest possible stage. Questions or concerns may be directed to the District's Director, School Mental Health and Wellness at (714) 999-7734. Any formal complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the District's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 91200 - Uniform Complaint Procedures. A complainant who is not satisfied with the District's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the District shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)

Equity Compliance Officer (Students)
Student Support Services
501 N. Crescent Way, Anaheim, CA 92801
(714) 999-5621
EquityComplianceOfficer@auhsd.us

Title IX Coordinator
Student Support Services
501 N. Crescent Way, Anaheim, CA 92801
(714) 999-5621
TitleIXCoordinator@auhsd.us

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

Legal Reference:

State	Description
22 CCR 101151-101239.2	General requirements; licensed child care centers
22 CCR 101351-101439.1	Infant care centers
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4950	Nondiscrimination; marital and parental status
Civ. Code 51	Unruh Civil Rights Act
Ed. Code 221.51	Nondiscrimination; married, pregnant, and parenting students
Ed. Code 222	Reasonable accommodations; lactating students
Ed. Code 222.5	Pregnant and parenting students; notification of rights
Ed. Code 230	Sex discrimination
Ed. Code 46015	Parental leave
Ed. Code 48050	Residents of adjoining states
Ed. Code 48205	Excused absences
Ed. Code 48206.3	Temporary disability; definition
Ed. Code 48220	Compulsory education requirement
Ed. Code 48410	Persons exempted from continuation classes
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49553	Nutrition supplements for pregnant/lactating students
Ed. Code 51220.5	Parenting skills and education

Ed. Code 51745	Independent study
Ed. Code 52610.5	Enrollment of pregnant and parenting students in adult education
Ed. Code 8200-8490	Child Care and Development Services Act
Fam. Code 7002	Description of emancipated minor
H&S Code 104460	Tobacco prevention services for pregnant and parenting students

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.40	Marital or parental status
42 USC 1786	Special supplemental nutrition program for women, infants, and children
7 CFR 246.1-246.28	Special supplemental nutrition program for women, infants, and children

Management Resources	Description
Attorney General Opinion	87 Ops.Cal.Atty.Gen. 168 (2004)
California Women's Law Center Publication:	Pregnant Students and Confidential Medical Services, 2013
California Women's Law Center Publication:	Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012
California Women's Law Center Publication:	The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002
Court Decision	American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307
U.S. Department of Education Publication:	Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013
Website	CSBA District and County Office of Education Legal Services
Website	California Women's Law Center
Website	U.S. Department of Agriculture, Women, Infants, and Children Program
Website	U.S. Department of Education
Website	California Department of Education

Board of Trustees
November 22, 1972
Revised: March 26, 1987
Revised: January 16, 1990

Reviewed: September 1993
Reviewed: May 1998
Reviewed: October 2004
Revised: November 5, 2015
Revised: TBD
E

VISITORS/OUTSIDERS 91100 (1250)

Community Relations

The Board of Trustees believes that it is important for parents/guardians and community members to take an active interest in the issues affecting District schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

To ensure the safety of students and staff and minimize interruption of the instructional program, the superintendent or designee shall **adopt measures for responding to outsiders that avoids classroom interruptions, preserves conduct of the school's activities, consistent with local circumstances and practices, and establishes** procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with a teacher or the principal, an appointment should be scheduled during non instructional time.

Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session. **The District shall post signs at the entrance of each school grounds to notify outsiders of the hours and requirements for registration.**

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. (Education Code 51512)

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the District's complaint processes if they have concerns with any District program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a District student, shall request written permission from the principal before entering the school campus or grounds. As necessary, the principal shall consult with local law

enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the superintendent or designee anytime he/she gives such written permission.

The principal shall indicate on the written permission the date(s) and times for which permission has been granted. (Penal Code 626.81)

Legal Reference:
EDUCATION CODE
32210 Willful disturbance of public school or meeting
32211 Threatened disruption or interference with classes; misdemeanor
32212 Classroom interruptions
35160 Authority of governing boards
35292 Visits to schools (board members)
49091.10 Parental right to inspect instructional materials and observe school activities
51101 Parent Rights Act of 2002
51512 Prohibited use of electronic listening or recording device

EVIDENCE CODE
1070 Refusal to disclose news source

LABOR CODE
230.8 Discharge or discrimination for taking time off to participate in child's educational activities

PENAL CODE
290 Sex offenders
626-626.10 Schools
626.81 Misdemeanor for registered sex offender to come onto school grounds
627-627.10 Access to school premises, especially:
627.1 Definitions
627.2 Necessity of registration by outsider
627.7 Misdemeanors; punishment

COURT DECISIONS
Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

ATTORNEY GENERAL OPINIONS
95 Ops.Cal.Atty.Gen. 509 (1996)

Board of Trustees
July 9, 1790
February 10, 1972
Revised: November 13, 1989
Reviewed: February 1993
Revised May 2004
A
Revised: December 12, 2019
B
Revised: TBD
E

NETSYNC

Cloud Services Agreement

This **Software as a Service (SaaS) Agreement** ("Agreement") is between Netsync Network Solutions ("Netsync") and AUHSD ("Customer") in order for Netsync to facilitate the use of all Infrastructure as a Service or Platform as a Service ("Services") offered by Amazon Web Services (AWS) by Customer. By signing (Electronically or Manually) this Agreement or an Order for the Services, or by using the Services, Customer accepts this Agreement.

Scope of Agreement.

This Agreement governs Customer access to and use of the Services. Netsync agrees to facilitate the Services for the Term specified in an Order.

Order(s).

By signing this Agreement, Customer will have the ability to access Services offered by AWS. Once Customer has access to AWS, they will have the ability to process and place Order(s) for AWS Services. These Order(s) are incorporated into this Agreement by this reference. An Order is effective when Customer signs or accept Services (whichever happens first). Customer may need to provide additional information to register for and/or use certain Services. Customer warrants that the information provided during the registration process is accurate.

Changes to Services.

Customer will have the option to add, change, or cancel Services. The Services may be enhanced and/or changed, and the features of the Services may change, so long as enhancements and/or changes do not materially reduce the core functionality of the Services.

Fees and Payment for the Services.

a. **Payment Terms.** The fees for the Services are outlined to Customer as they access AWS Services and place Orders. Customer agrees to pay Netsync these amounts or charges as Customer incurs them. Customer will pay invoices for the Services within 30 days of the invoice.

b. **Fee Disputes.** Customer may withhold amounts that Customer reasonably and in good faith disputes as to the amounts owed. Customer will pay any undisputed fees. If Customer withholds any payment due to a dispute, Customer must notify Netsync in writing of any disputed fees within 15 days of the invoice date and provide Netsync with written details about why Customer disputes the invoice. After Netsync receives notice of the dispute, Netsync will work with Customer in good faith to resolve the dispute.

c. **Taxes.** Customer shall pay all sales, value added, general standard, and similar taxes; levies; duty; or charges imposed by any governmental authority, related to or arising from the use of the Services. Netsync reserves the right to gross up the price for the Services in any invoice, if a withholding prevents Netsync from receiving the amount specified in such invoice.

Term and Termination.

a. **Term and Termination of Orders.** An Order may be terminated at any time by Customer in accordance with AWS standards.

b. **Term and Termination of Agreement.** Either party may terminate this Agreement upon 60 days' prior written notice to the other party, with or without cause. Termination of this Agreement will terminate the Customer's access to AWS Services and will terminate all active Orders.

Accepted by:

Customer Contact Signature	Netsync Contact Signature
Dr. Jaron Fried	Clara Alessi
Printed Name	Printed Name
Assistant Superintendent, Ed. Division	Contracts Manager
Title	Title
Anaheim Union High School District	Netsync Network Solutions
Company Name	Company Name
6/14/24	05/08/2024
Date	Date

Document Ref: ZJ4SC-WURLE-PMLXC-CCYPW

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ430074

Quote #:	AAAQ430074
Date:	05/02/2024
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Anaheim Union HSD greenwood@auhsd.us 714-999-3765, 64003	Meray Doughly MDoughly@netsync.com	Garrett Curran GCurran@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
1.0	NETSYNC-CLOUD	Monthly AWS S3 for Veeam (43TB with API Calls)	12	1,238.18	14,858.16

Notes: 220049011-146529-07

2024 AWS S3

AWS CMAS (CA) | CMAS 3-20-70-3677C | State of California via JHC Technology #GS-35F-135BA

Total	14,858.16
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**14,858.16**

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June 2024, between the Anaheim Union High School District ("District") and the Regents of the University of California, on behalf of its Irvine campus ("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, 2023, through June 30, 2026.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of fifty-four thousand one hundred thirty-five Dollars ($54,135) 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, the Parties shall defend, indemnify, and hold one another, their officers, agents and employees, harmless from and against any and all liability, loss, expense (including reasonable attorneys1 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, attorneys1 fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents or employees.

10. **Insurance**.

10.1 Prior to commencing any of the Services, Party shall procure (if applicable) and, during all periods required by this Agreement, must maintain in effect, the insurance policies required pursuant to this Parth 10 ("Required Policies"). The Required Policies include following:

10.1.1 General Liability. A policy of commercial general liability insurance that is written on an "occurrence" basis and that provides coverage with a combined single limit of not less than $1,000,000 for all activities conducted by the Contractor pursuant to this Agreement ("General Liability Policy"). The General Liability Policy must include, without limitation, coverage for the contractual liability assumed by the Contractor pursuant to this Agreement.

10.1.2 Is this Contractor interacting with students? Yes ☐ No ☒ A policy of abuse-molestation insurance ("Abuse Policy") that: (1) is included in the General

Liability Policy that the Contractor may have in effect; (2) is written on an "occurrence." basis; (3) has coverage limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate; (4) provides coverage for direct and vicarious liability associated with sexual misconduct and other physical abuse, and for verbal, emotional, mental, and other non-physical abuse; (5) covers acts and omissions by, among others, the Contractor's staff; (6) the Contractor shall comply with any and all risk management controls reasonably required by the insurer that issues the Abuse Policy.

10.1.3 Workers' Compensation Insurance. A policy of worker's compensation insurance as required by California law ("Worker Compensation Policy"). Notwithstanding the insurer standards set forth in Section 6.2 herein, coverage provided by the California State Compensation Insurance Fund shall be deemed, with respect to the Worker Compensation Policy, to satisfy such insurer rating standards. 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 no autos are owned, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If 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.

10.1.4 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:

Insurer Standards. The insurance policies required pursuant to this Part 10 must be issued by one or more insurers authorized to do business in the State of California and having an A.M. Best Company rating (Best's Rating) of not less than an "A-" (i.e., "A Minus") and Financial Size Category of not less than "VII." This standard can be met with the use of an approved plan of self-insurance.

10.2.1 Additional Insured. Each Party shall name the other Party as an additional insured in connection with this Agreement and the Services on its General Liability Policy, Vehicle Liability Policy, and Abuse Policy. The Contractor shall name: (i) the District, the District Board and each individual member thereof, and the District's other officers, employees, and agents (collectively, but not including the District, the "District Agents"). The District shall name The Board of Regents of the University of California and its officers, agents and employees. The additional insured endorsements must be ISO form CG 2010 11/85 or alternative approved in advance by both Parties, in their reasonable discretion. For purposes of this Section, and without otherwise limiting the Parties' discretion to determine an alternative to form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed an acceptable alternative to ISO form CG 2010 11/85.

10.2.2 Policies Primary and Non-Contributory. To the extent the malfeasance or non feasance giving rise to any claim is related to the actions or inactions of Contractor or Contractor staff, the Required Policies shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District and/or any of the District Agents. Each of the General Liability Policy, the Vehicle Liability Policy, the Abuse Policy, and the Professional Liability Policy must be endorsed to provide that it is so primary and non-contributory.

10.2.3 Evidence of Coverage: Prior to, and as a condition precedent to, commencing the Services, each Party must provide to the other Party such duly-authorized and executed certificates of insurance/self-insurance as reasonably evidence that Required Policies are in full force and effect (each a "Certificate of Insurance"), together with a copy of each and all endorsements required pursuant to this Agreement. The Certificates of Insurance shall identify those who are to be named as additional insureds in accordance with this Agreement. Each Party must, as applicable: (i) provide written notice to the other Party not less than thirty days prior to any cancellation,, termination, reduction in coverage, or expiration without renewal of any such insurance policy; and (ii) provide updated Certificates of Insurance to the District promptly upon renewal of any of the Required Policies.

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and

comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. Assignment/Subcontract. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. Termination. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Jaron Fried, Ed.D
Copy: Scott Reindl
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3511
Email: fried_j@auhsd.us

Contractor
University of California, Irvine
Attn: Erika Blossom
160 Aldrich
Irvine, CA 92697-7600
Phone: 949-824-2237
Email: or-awards@research.uci.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: 6/14/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Regents of the University of California

Date: May 1, 2024

By: Erika Blossom

Print Name: Erika Blossom

Title: Senior Anciliary Agreements Officer

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:

UCI Scope of Work
Anaheim Union High School District

- **Recruitment**: UC Irvine will revise the CalTeach and MAT websites to reflect the recruitment opportunities for the residency. Information session presentations to include information about the residency program will be conducted by both programs. Program staff will meet with or communicate with potential residency applicants to answer any questions that arise.
- **Resident Selection:** UC Irvine staff will coordinate with the district to establish and implement a process for selecting/screening residents (e.g., creating separate applications, interviewing, reviewing applications, holding selection committee meetings).
- **Mentor Selection:** UC Irvine staff will coordinate with the district to identify and support appropriate placements and clustering of students at school sites.
- **Collaboration and Coordination:** UC Irvine staff will meet with district and school personnel for planning and advisory meetings.
- **Building Coherence between the Residency and School Site:** UC Irvine staff will coordinate mentor teacher orientations, arrange and implement quarterly meetings between mentors, university supervisors and candidates, providing additional training to UCI residency supervisors, communicating with the lead mentor about professional development and resident progress.
- **Data Collection and Accountability:** UC Irvine staff will respond to requests for data from the district, collecting program data and disaggregating and analyzing residency data.
- **Communication:** UC Irvine staff will communicate residency expectations, obligations and procedures to residents
- **Resident Culture Building:** UC Irvine staff will hold an initial meeting/orientation with residents at UCI, supporting a quarterly residency newsletter, recognizing residents at an annual awards ceremony, featuring residents in UCI newsletters.

PI: Hosun Kang - Anaheim Teaching Partnership in STEM and Bilingual Education (MAIN BUDGET FOR AWARD FUNDING)	Nov 1 2022 to June 30 2023	July 1 2023 to June 30 2024	July 1 2024 to June 30 2025	July 1 2025 to June 30 2026	
Salaries & Wages	**YR 1**	**YR 2**	**YR 3**	**YR 4**	**TOTAL**
Hosun Kang, PI - (1% effort)	0	1,555	1,714	1,782	**5,051**
Virginia Panish, Director - (1% effort)	0	1,503	1,548	1,594	**4,645**
Doron Zinger, Director - (1% effort)	0	1,071	1,104	1,137	**3,312**
Acacia Warren, Coordinator - (2% effort)	0	3,245	3,544	3,685	**10,474**
Naehee Kwun, Coordinator - (2% effort)	0	1,634	1,784	1,856	**5,274**
					0
SENIOR PERSONNEL TOTAL	**0**	**9,008**	**9,694**	**10,054**	**28,756**
SALARIES	**0**	**9,008**	**9,694**	**10,054**	**28,756**
Benefits	**YR 1**	**YR 2**	**YR 3**	**YR 4**	**TOTAL**
Hosun Kang, PI - (1% effort)	0	131	170	203	**504**
Virginia Panish, Director - (1% effort)	0	750	793	837	**2,380**
Doron Zinger, Director - (1% effort)	0	534	565	597	**1,696**
Acacia Warren, Coordinator - (2% effort)	0	1,619	1,815	1,935	**5,369**
Naehee Kwun, Coordinator - (2% effort)	0	815	913	974	**2,702**
					0
FRINGE BENEFITS	**0**	**3,849**	**4,256**	**4,546**	**12,651**
Other Direct Costs	**YR 1**	**YR 2**	**YR 3**	**YR 4**	**TOTAL**
GAEL 0.82% salaries (check for updates: https://accounting.uci.edu/cost-ana	0	74	79	82	**235**
					0
OTHER	**0**	**74**	**79**	**82**	**235**
OTHER DIRECT COSTS	**0**	**74**	**79**	**82**	**235**
TOTAL DIRECT COSTS	**0**	**12,931**	**14,029**	**14,682**	**41,642**
UCI F & A Base Costs	***0***	***12,931***	***14,029***	***14,682***	***41,642***
30.00%					
INDIRECT COSTS	**0**	**3,879**	**4,209**	**4,405**	**12,493**
TOTAL COSTS	**0**	**16,810**	**18,238**	**19,087**	**54,135**

EXHIBIT O

To place your order: select Submit Customer Purchase Order Here

Confidential Price Quote (6570312)

Submit Customer Purchase Order Here

5/8/2024
Pricing on this Proposal Guaranteed: **10/6/2024**

Presented To: Jessica Yett, yett_j@auhsd.us
Prepared By: Thomas Eddy, (858) 551-4255, tom.eddy@cengage.com

SHIP TO: Anaheim Union High School Dist
Jessica Yett
501 N CRESCENT WAY
ANAHEIM, CA 92801
USA

BILL TO: Anaheim Union High School Dist
Jessica Yett
501 N CRESCENT WAY
ANAHEIM, CA 92801
USA

Cengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706
http://NGL.Cengage.com/CustomerSupport

View Quote in CAD

Quoted Products: AP Chemistry 2024

Qty	Update Qty	Product	Price	Quoted Price	Total
		K12 Chemistry AP® Edition, 11th Student Edition Zumdahl/Zumdahl/DeCoste 11th Edition [K12, 2024] *There is no printed Teacher Edition. All teacher support is digital and gratis for life of the adoption.*			
425		**K12 Print + Digital Bundle: K12 Chemistry AP® Edition, 11th Student Edition + OWLv2 8-year access** ZUMDAHL 11th Edition [K12, 2024] 9798214079967 / 8214079969 *Bundle includes a hardcover printed textbook and 8 years student access to OWLV2. All teacher access is gratis for the life of the adoption.*	$234.25	$234.25	$99,556.25
425		**Fast Track to 5 Test Prep Workbook for K12 Chemistry AP® Edition** ZUMDAHL 11th Edition [K12, 2024] 9798214071923 / 8214071925 *AP test prep book. Exam for Chemistry effectively and efficiently with a diagnostic test, test-taking strategies, course content reviews and two full-length practice exams with answer keys. This supplement is closely correlated to the AP exam.*	$27.25	$27.25	$11,581.25

Sub-Total:	$111,137.50
+ Tax (%):	$8,613.16
+ Estimated Shipping and/or Process Fee:	$6,668.25

TOTAL: $126,418.91

Submit Customer Purchase Order Here

Thank you for your interest in Cengage Learning products.

All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage Learning.

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 NORTH CRESCENT WAY - ANAHEIM, CA - 92801
(714) 999-3526 Fax: (714) 635-5903
SPECIAL YOUTH SERVICES

EXHIBIT P

Contract to Provide

Independent Educational Evaluation

Psychoeducational Evaluation

[redacted], Parent, on behalf of [redacted], Student, has requested that the Anaheim Union High School District fund an independent psychoeducational evaluation and has requested that the District contract with Dr Pedro Olvera, for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Dr. Pedro Olvera, to complete the evaluation under the following terms and conditions:

1. The District agrees to fund a psychoeducational evaluation to be conducted by Dr. Pedro Olvera at a total cost not to exceed Five Thousand Dollars ($ 5,000).

2. In exchange for the total amount not to exceed $5,000, Dr. Pedro Olvera agrees to the following:
    a. Perform psychoeducational evaluation.
    b. Create a written report.
    c. Attend an IEP meeting to review the evaluation and findings.

3. In addition to completing the foregoing, Dr. Pedro Olvera agrees to the following:

    a. Will consult and collaborate with District assessment personnel.

    b. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the evaluation.

    c. The IEE shall be completed by December 31, 2024, at which time the District's obligation to fund the IEE will end.

    d. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.

    e. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.

f. Will be acting as an independent contractor and will not be working directly for the District.

4. It is understood and agreed that any recommendation for services made following the assessment and agreed to by the IEP team will not be implemented by Dr. Olvera.

5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.

6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including protocols, and (3) this fully executed Agreement.

7. Indemnification and Hold Harmless:

    a. To the fullest extent allowed by law, Dr. Pedro Olvera shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Dr. Pedro Olvera or his directors, officers, agents, employees, volunteers or guests arising from Dr. Pedro Olvera's duties and obligations described in this agreement or imposed by law.

    b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Dr. Pedro Olvera and his directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.

8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.

9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.

10. This Agreement may be signed in counterparts permitting signatures to appear on separate signature pages. A copy or original of this document with all signatures pages appended together shall be deemed a fully executed Agreement

11. This Agreement may be executed by fax signature such that a fax signature acts as an original.

The Parties hereto have approved this Agreement.

Dated: 05/09/2024 By: Pedro Olvera
Dr. Pedro Olvera

Dated: 6/14/24 By: _____
Dr. Jaron Fried
Assistant Superintendent, Ed. Division
Anaheim Union High School District

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June, 2024, between the Anaheim Union High School District ("District") and Spyder 3D ("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 two hundred four thousand, nine hundred fifty-six dollars and 25 cents ($204,956.25) and no other costs or expenses. Payment of 50% of the total cost of Services shall be made upon acceptance of this proposal before the contractor will begin the design process. The remaining 50% balance to be paid upon installation of materials and equipment within proposal.

5. **Independent Contractor.** Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care.** Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. **Compliance With Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. **Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. **Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such

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

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. Termination. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. Limitation of District Liability. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
~~Anaheim~~ Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Roxanna Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: hernandez_r@auhsd.us

Contractor
Spyder 3D
Attn: Joseph Bloomfield 480
Atlas Ave.
Brea, CA 92821 Phone:
714-256-1122 Email:
info@spyder3d.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	**Spyder 3D**
Date: 6/14/24	Date: 5.20.24
By: _____	By: _____
Print Name: Dr. Jaron Fried	Print Name: Joseph Bloomfield
Title: Assistant Superintendent, Ed. Division	Title: 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:

Contractor Shall:

Description

The Anaheim Union High School District team, in collaboration with Spyder 3D has prepared a program proposal to establish a Graphic Design pathway. This proposal provides a brief summary of proposed 2024-2025 content, instructional materials and delivery systems.

Spyder JD, a local Brea organization, has worked with Orange County Department of Education, and local employers over the past several years to develop a program incorporating high quality CTE, industry certifications, work-based learning, internships, and student enterprise. Together they've developed a fully integrated, hands-on program where business, engineering, science and arts students learn digital design, technical production skills, and the soft skills needed to work as a team ruru1i11g an on-campus business, producing team and club t-shirts, award plaques, banners and posters as a student led enterprises. Students assume all aspects of industry from client relations to creative development, production and manufacturing, team management, scheduling, and business practices and finance.

The Spyder Lab program works for all students, from college-bound high-achievers to "at risk" students who are not meeting academic standards and are often left behind. Some are excited by the opportunity to explore their creativity, some by getting certified with technical production skills, while others thrive in the team-oriented environment where they learn to manage an actual business. The goal of a partnership between Spyder3D and Anaheim Union High School District is to establish a turnkey, student-run business suite of technology, programming stations and CTE- and STEM-based curricula and training that will allow the students to generate learning, business and revenue opportunities for students and their school.

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, Joseph Bloomfield (Name of Individual), am the President (Title) of Spyder3D LLC. (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:

Vanessa Martinez
Nathaniel Ornelas
Mike Garcia

Joel Pratt
Davian Gonzalez

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 Brea, California on May 20 2024
Date

Signature

Joseph Bloomfield
Typed or Printed Name

President
Title

Spyder3D Spyder 3D
Name of Contractor

480 Atlas St, Brea, CA 92821
Address

714-256-1122
Telephone Number

CONSULTING AGREEMENT

Anaheim Union High School District
Consulting Services Regarding
Former Redevelopment Agencies
July 1, 2024 through June 30, 2027

THIS AGREEMENT is made and entered into this 13th day of June, 2024, by and between **Public Economics, Inc**., hereinafter referred to as "Consultant," and **Anaheim Union High School District**, hereinafter referred to as "District."

WHEREAS, District is in need of special services and advice in financial, economic, facilities, or administrative matters regarding payments to District from County Auditor-Controller made on behalf of Successor Agencies to former Redevelopment Agencies ("RDAs"), as well as from Cities of former RDAs, pursuant to ABX1 26, AB 1484, SB 107, and AB 104 ("RDA Dissolution Law"); and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Consultant may provide similar services to other K-14 districts in Orange County and elsewhere ("Other Districts"); and

WHEREAS, Consultant is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, Consultant and District agree as follows:

1. Consultant will provide the special services and advice to District as described in the Scope of Work attached hereto as Exhibit A, beginning on July 1, 2024. An estimate for time and cost for specific services will be provided in advance.

2. Consultant will perform said services as an independent contractor and not as an employee of District. Consultant shall be under the control of District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished. This Agreement will continue in effect until the contracted services have been performed or until otherwise terminated by either party.

3. District will prepare and furnish to Consultant upon request such information as is reasonably necessary for the performance of Consultant under this Agreement.

4. District shall pay Consultant for services rendered to District pursuant to this Agreement in accordance with the Budget, attached hereto as Exhibit B. Hourly billing rates will not exceed the hourly amounts shown in Exhibit B. However, hourly rates may be less than such amounts depending on extent of services already provided to Other Districts and/or provided to District alone or jointly to District and Other Districts.

5. In addition to payment of fees, District shall reimburse Consultant at cost within the final Budget for reasonable out-of-pocket expenses, including, but not limited to, travel, administrative support costs (currently $45 per hour, subject to potential increase effective July 1, 2020), photocopying, courier services, database services or materials, and other reasonable out-of-pocket expenses.

6. Consultant shall submit invoices to District on a monthly basis showing specific services provided and expenses incurred. Such invoices are due and payable upon receipt.

7. Except for services (if any) for which a fixed fee has been identified, all services shall be subject to application of the hourly fee schedule set forth in Exhibit B, unless such schedule has been superseded by another fee schedule acceptable to District which modifies such hourly rates.

8. District may at any time for any reason terminate this Agreement and compensate Consultant only for services rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received in writing by Consultant. Notwithstanding the above, Consultant shall also be compensated for time subsequently spent on District's behalf in court appearances, testimony, deposition, or discovery proceedings.

9. Consultant agrees to and shall hold harmless, defend and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage or expense which may be incurred by reason of Consultant's negligent performance pursuant to this Agreement except for liability for damages referred to above which result from negligent or willful misconduct of District, its officers, employees or agents. Except to the extent covered by insurance ($1 million per occurrence for errors and omissions, $1 million per occurrence for workers compensation, and $2 million per occurrence for general liability), the liability of Consultant for any and all claims related to this Agreement, including any cause of action in contract, tort, or strict liability, and including an obligation to indemnify District, shall not exceed the total amount of payments made to Consultant under this Agreement.

10. This Agreement is not assignable without written consent of the parties hereto.

11. Consultant shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including workers' compensation.

12. If any employee of Consultant is an employee of another public agency, Consultant certifies that such employee of Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

13. District acknowledges that Consultant may at various times perform services for other public agencies with jurisdiction over the same territory as District and for certain private parties interested in development projects within the boundaries of District. Consultant agrees to make appropriate disclosure of such relationships and the parties agree that nothing in this Agreement is intended to imply that Consultant is a "public official," "participating in a governmental decision" or has a "financial interest" as such terms are used in California Government Code Section 87100.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

Dated: May 15, 2024

Public Economics, Inc.
EIN 33-0501261
2230 W. Chapman Ave.
Orange, California 92868-2316
714-647-6242
www.pub-econ.com

By: 

Dante Gumucio
Chief Executive Officer

Dated: _____

Anaheim Union High School District

By: Nancy C. Nien

Its: Assistant Superintendent, Business

EXHIBIT A
SCOPE OF WORK
Anaheim Union High School District
Consulting Services Regarding
Former Redevelopment Agencies
July 1, 2024 through June 30, 2027

Consulting services regarding payments to District from County Auditor-Controller ("A-C") made on behalf of Successor Agencies ("SAs") to former RDAs, as well as from Cities of former RDAs, pursuant to ABX1 26, AB 1484, SB 107, AB 104, and related legislation ("RDA Dissolution Law") include, but are not limited to:

Priority Tasks

1. Update projections of future RDA Pass-Through payments

- Update projections of future Pass-Through entitlements previously prepared for District, for a total of 20 Pass-Through entitlements remaining and still being paid by the County Auditor-Controller ("A-C") on behalf of SAs for the cities of Anaheim, Buena Park, Fullerton, and Orange, after termination of nine Pass-Throughs previously paid on behalf of the SAs for the Cities of Cypress and La Palma and the County of Orange, for up to 34 future years, based on:
  - Rigorous computer modeling of all components of contractual and statutory Pass-Through formulas
  - Updated base year assessed values ("AV"s), adjusted base year AVs, and current year AVs, as well as District property tax shares, tax increment caps, and cumulative tax increment to date deemed allocated to former RDAs or Redevelopment Property Tax Trust Fund ("RPTTF")
  - Alternative assumptions regarding future AV growth, and Pass-Through implementation methods
- Provide updated projections and summaries thereof to District and its financial advisor

2. Update impacts of premature termination and extension of Pass-Throughs due to RDA Dissolution Law

- Obtain from State Department of Finance ("DOF") copies of most recent annual Recognized Obligation Payment Schedule ("ROPS") (including DOF letters approving/denying most recent ROPS), for each SA with Projects located in whole or in part with District, and determine last payment date of enforceable obligations shown thereon
- Based on results of ROPS analysis for SAs to former RDAs of Anaheim, Buena Park, Fullerton, and Orange, and updated projections of future Pass-Through payments prepared pursuant to Task 1, determine (i) future Pass-Through years subject to *premature termination*, and (ii) future Pass-Through years and amounts subject to *extension*, compared to pre-dissolution time limits on tax increments for each Project Area

- Compile current lease payment schedule(s) from certificates of participation ("COPs") currently being repaid from RDA Pass-Throughs, and quantify annual potential shortfalls and surpluses in Pass-Throughs compared to COPs lease payments due to premature termination of Pass-Throughs and potential extension of Pass-Throughs
- Work with District and its financial advisor as needed regarding potential COPs refunding options, including potential additional COPs financing to be sized, secured, and repaid by future RDA Pass-Throughs

3. **Monitor and evaluate ongoing Pass-Throughs received**

Compile and evaluate annual RDA Pass-Throughs received by District from County A-C pursuant to RDA Dissolution Law for FYs 2023-24 through 2025-26, and compare with amounts previously projected per Task 1 for same years, including:

- Prepare exhibits showing amounts of all RDA Pass-Throughs actually paid to District by fiscal year and individual distribution date, including payments restricted to facilities (object 8625) and payments designated as taxes (object 8047)
- Compare actual amounts of all RDA Pass-Throughs actually paid to District with estimates by Consultant of amounts that should have been paid, and determine amount of estimated over/(under) payments
- Contact County A-C re: results of above evaluation, and work and meet with County A-C staff as needed to:
  - Change data and methodology used by County A-C to calculate any Pass-Throughs that are being significantly underpaid
  - Obtain refunds to District of any prior year underpayments
- Adjust updated projections in Task 1 as needed to conform with disposition of meetings with County A-C

4. Evaluate future facilities and maintenance funding alternatives

- Explore alternatives with District for future facilities and facilities maintenance funding based on projections of future RDA Pass-Throughs, including pay-as-you-go budgeting (i.e., on cash basis) and pay-as-you-use financing (i.e., using future RDA Pass-Throughs to size and repay potential new COPS financing)
- Determine potential portions of future RDA Pass-Throughs available for future maintenance funding (e.g., ongoing and major maintenance account ("OMMA") and restricted routine maintenance account ("RRMA")) versus capital improvements, including technology

5. **Coordinate with District financial advisor**

Coordinate with District financial advisor as needed re: (i) assumptions that could be used to size potential additional COPs financing to be repaid by future Pass-Throughs to District

with projected premature termination, language in financing documents pledging future Pass-Throughs to financing, etc.

Other Tasks

6. Other Tasks

Other Tasks include but are not limited to the following:

A. Assist District as needed in evaluation of and response to:

- Requests from Cities for cooperation agreements regarding disposition of property identified in Successor Agency's long range property management plan for future redevelopment activities

  This specifically includes assisting District and District legal counsel in negotiating compensation agreement with City of Anaheim pursuant to City's so-called "New Paradigm."

- Subordination requests from Successor Agencies

B. Ensure compliance with functional and geographic usage restrictions on Pass-Through payments

C. Provide evaluation and technical support to District as needed for RDA-related litigation (if any) naming District as a defendant or real-party-in-interest

D. Assist District in evaluating or providing RDA-related information to Orange County Department of Education, California Department of Education, or other agencies of the State, or to Statewide associations

E. Provide information regarding implementation and interpretation of RDA Dissolution Law, and (i) evaluate impacts on District of new or proposed RDA-related legislation, and (ii) protect District's interests in dealing with County Property Tax Managers and others tasked with implementing or modifying RDA Dissolution Law

F. Other services requested by District

Phasing and Priorities

Consultant will endeavor to complete the above tasks in the sequence requested by District, and according to Districts' priorities.

Limitations

If tasks or services are required or requested which are not included in the Scope of Work, then such tasks may be defined as Additional Work. Additional Work will be performed only with the express consent of District. Additional Work will be clearly identified in each monthly invoice and will be charged on a time and materials basis at the hourly rates indicated above.

EXHIBIT B
BUDGET
Anaheim Union High School District
Consulting Services Regarding
Pass-Through Payments from
Former Redevelopment Agencies
July 1, 2024 through June 30, 2027

The not-to-exceed three-year Budget for tasks in the Scope of Work shown in Exhibit A is $60,000, including reimbursement at cost of out-of-pocket expenses (if any).

Tasks performed for the District alone will be billed using PEI's then current hourly rates, which for FY 2024-25 are:

Principal	$350
Consultant*	$200 to 300
Research Assistant	$145

* Depending on the experience and expertise of individual consultant

Some tasks may be performed for District in conjunction with Other Districts, and will be billed using reduced, multi-client rates roughly based on PEI expectation of relative benefit in the form of total Pass-Throughs received. While providing joint services to District and Other Districts results in an increase in total billings, cost sharing among many clients greatly reduces the cost to each individual client, including District

If the Scope of Work can be completed for less than the Budget, District will be charged only for services actually provided. In addition, the entire cost of services rendered under the Scope of Work can be paid from the facilities portion of Pass-Through payments (i.e., ***without imposing any burden on District's General Fund****), or with the approval of bond counsel, from the proceeds of potential additional COPs financings or refinancings secured or repaid by such payments*.

In addition to fees for services, out-of-pocket expenses such as travel outside Orange County, word-processing, large-scale photocopying, data and database services will be charged on a cost recovery basis, as set forth in the Agreement. Monthly progress payments will be made as set forth in the Agreement.

Anaheim Union High School District

District Office HVAC Replacements

Scorpio Enterprises dba Aire-Masters Air Conditioning

Amendment No. 1

April 15, 2024

This Amendment No. 1 shall be incorporated in those certain documents dated September 27, 2023 entitled, "Construction Services Agreement" ("CSA"). The parties desire to amend the CSA as indicated below. Where any Article or portion is amended or superseded, the balance of that Article or portion not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment No.1, taken together with the CSA dated September 27, 2023, represents the new Construction Services Agreement.

I. AMEND THE CONSTRUCTION SERVICES AGREEMENT AS FOLLOWS:

A. Add Articles 3.10, 3.11, 3.12, 3.13, 3.14, 3.15 as follows:

District Office HVAC Replacements – Kitchen Makeup Air Units

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

3.10 Contract Time is 150 Days.

3.11 Liquidated Damages for overstaying Lease (Art. 18) is $2,000.00 per calendar day.

3.12 Guaranteed Maximum Price (Art. 5) is $520,565.16.

3.12.1 Construction Contingency (within GMP) is $0.

3.12.2 Errors and Omissions Contingency (within GMP) is $0.

3.13 The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:

3.13.1 District's Contingency (Art. 8) is $0. District Contingency is carried outside of the GMP.

3.13.2 Unforeseen Allowance is $0. Unforeseen Allowance is carried outside of the GMP.

3.14 The Contractor's fee for this Project is Ten percent (10%) and is included in the GMP.

CE1

3.15 Guaranteed Maximum Price (Art 5) for **District Office HVAC Replacements and Kitchen Makeup Air Units** combined is **$6,048,633.16**.

End of Amendment No. 1

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement Amendment as of the day and year first above written.

CONTRACTOR	DISTRICT:
SCORPIO ENTERPRISES DBA AIRE-MASTERS AIR CONDITIONING	**ANAHEIM UNION HIGH SCHOOL DISTRICT**
By: Charles Thompson President	By: Nancy Nien Assistant Superintendent, Business Services

CLS

Kitchen MUA Scope of Work:

1. Disconnect power and control wire/conduit and plumbing (gas, MU-water, condensate).
2. Disconnect duct at roofline and demo. Protect opening(s).
3. Break up 4 rooftop units and haul to roof edge.
4. Tear off 4 roof pads and roofing at vertical platform supports. Protect open roof.
5. Install steel above and below.
6. Install lumber and cants.
7. Install utility penetrations.
8. Install roofing.
9. Install 4 new units with crane.
10. Run new double wall duct and roof supports from units to P.O.C.
11. Connect power and controls.
12. Bump units for rotation and balance.
13. Tag equipment/owner instruction/close-out documents.

Cost : $386,318

Markup(10%): $36,831.80

Subtotal: $424949.80

Bond (1%): $4,249.50

Total: $429,199.30

CE1

Electrical Panels:

1. Cost associated with redesign of electrical panels, conduits, and wiring.

Electrical Sub Cost: $66,699.00

Contractor Markup(5%): $3,334.95

Subtotal: $70,033.95

Contractor Supervision Cost: $5,062.92

Markup(10%): $ $506.89

Subtotal: $5,575.81

Bond (1%): $756.10

Total: $76,385.86

Electrical Study: $15,000

Total amount for the amendment is: $429,199.30 + $76,385.86 + $15,000 = $520,565.16

CES

AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
CHAMBERS GROUP, INC.

This Amendment Agreement is made and entered into this 14th day of June, 2024 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Chambers Group, Inc.**, 3151 Airway Ave Suite F-208, Costa Mesa, California 92626 ("Consultant"), for DSA Inspector of Record Services.

WHEREAS, the District and Consultant entered into an agreement on June 17, 2022, setting forth the terms and conditions under which the Consultant would perform professional environmental services ("Agreement"), in connection with the District's facilities and maintenance projects requiring CEQA documentation and related services ("Project" or "Projects");

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $250,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The authorized expenditures under this Agreement shall be increased by $75,000 to not exceed $325,000 in total.

2. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	CONSULTANT
Anaheim Union High School District	Chambers Group, Inc.
Nancy Nien Assistant Superintendent, Business	Mike McEntee President

AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
VITAL INSPECTION SERVICES, INC.

This Amendment Agreement is made and entered into this 14th day of June, 2024 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Vital Inspections Services, Inc.**, 5505 E. Santa Ana Canyon Road #18771, Anaheim, California 92817 ("Consultant"), for DSA Inspector of Record Services.

WHEREAS, the District and Consultant entered into an agreement on December 13, 2023, setting forth the terms and conditions under which the Consultant would perform professional DSA Inspector of Record Services ("Agreement"), in connection with the District's facilities and maintenance projects requiring inspection services ("Project" or "Projects");

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $500,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The authorized expenditures under this Agreement shall be increased by $500,000 to not exceed $1,000,000 in total.

2. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	CONSULTANT
Anaheim Union High School District	Vial Inspection Services, Inc.
Nancy Nien Assistant Superintendent, Business	Philip Barragan President

AMENDMENT TO THE AGREEMENT BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND TWINING CONSULTING

This Amendment Agreement is made and entered into this 14th day of June, 2024 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92803 ("District"), and **Twining Consulting**, 18071 Mount Washington St Unit A, Fountain Valley, California 92708 ("Consultant"), for Geotechnical Soils Inspections and Material Testing Services.

WHEREAS, the District and Consultant entered into an agreement on November 17, 2023, setting forth the terms and conditions under which the Consultant would perform professional consulting services ("Agreement"), in connection with the District's facilities and maintenance projects for Geotechnical Soils Inspections and Material Testing Services ("Project" or "Projects");

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $500,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. This Agreement shall increase the not to exceed amount to be paid to the Consultant by $1,000,000, for a total not to exceed of $1,500,000.

2. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT

Anaheim Union High School District

Nancy Nien
Assistant Superintendent, Business

CONSULTANT

Twining Consulting

Steven Schiffer
Chief Revenue Officer

SECOND
AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
ORBACH HUFF & HENDERSON, LLP.

This Amendment Agreement is made and entered into this 13th day of June, 2024 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Orbach Huff & Henderson, LLP.,** 1901 Avenue of the Stars, Suite 575, Los Angles, California 90067 ("Attorney"), for assistance related to legal services.

WHEREAS, the District and Attorney entered into an agreement on August 14, 2020, setting forth the terms and conditions under which the Attorney would perform professional assistance with legal services ("Agreement");

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on November 17, 2022;

WHEREAS, the term of the Agreement is from August 14, 2020 to June 30, 2024;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $75,000;

WHEREAS, the District and Attorney desire to amend the Agreement;

NOW, THEREFORE, District and Attorney hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2025. Neither District nor Attorney shall have any obligations to the other after June 30, 2025 unless and until a written extension agreement is entered into between the parties.

2. The authorized expenditures under this Agreement shall be increased by $20,000 to not exceed $95,000 in total.

3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	ATTORNEY
Anaheim Union High School District	Orbach Huff & Henderson, LLP.
_____	_____
Nancy Nien Assistant Superintendent, Business	Stan M. Barankiewicz II Partner

SECOND
AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
ENVIRONMENTAL NETWORK CORPORATION

This Amendment Agreement is made and entered into this 14th day of June, 2024 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Environmental Network Corporation,** 16700 Valley View Ave, Suite 100, La Mirada, California 90638 ("Consultant"), for hazardous materials abatement and monitoring services.

WHEREAS, the District and Consultant entered into an agreement on June 17, 2022, setting forth the terms and conditions under which the Consultant would perform professional services for hazardous materials abatement and monitoring services ("Agreement"), in connection with the District's facilities and maintenance projects requiring preparation of plans and specifications for bidding or monitoring of hazardous materials ("Project" or "Projects");

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on June 15, 2023;

WHEREAS, the term of the Agreement is from July 1, 2022 to June 30, 2024;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $1,000,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2025. Neither District nor Consultant shall have any obligations to the other after June 30, 2025 unless amended by written agreement.
2. The authorized expenditures under this Agreement shall be increased by $200,000 not to exceed $1,200,000 in total.
3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT

Anaheim Union High School District

Nancy Nien
Assistant Superintendent - Business

CONSULTANT

Environmental Network Corporation

Alex Blankevoort
Vice President

FOURTH
AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
CUMMING CONSTRUCTION MANAGEMENT, INC.

This Amendment Agreement is made and entered into this 14th day of June, 2024("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Cumming Construction Management, Inc.,** 130 Vantis, Suite 110, Aliso Viejo, California 92656 ("Consultant"), for Program/Project Management Services.

WHEREAS, the District and Consultant entered into an agreement on June 30, 2020, setting forth the terms and conditions under which the Consultant would perform professional services for Program/Project Management ("Agreement"), in connection with the District's facilities and maintenance projects requiring Program/Project Management services ("Project" or "Projects");

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on June 17, 2021, June 16, 2022 and June 15, 2023;

WHEREAS, the term of the Agreement is from June 30, 2020 to June 30, 2024;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $7,200,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2025. Neither District nor Consultant shall have any obligations to the other after June 30, 2025 unless and until a written extension agreement is entered into between the parties.

2. The authorized expenditures under this Agreement shall be increased by $2,000,000 to not exceed $9,200,000 in total.

3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	CONSULTANT
Anaheim Union High School District	Cumming Construction Management, Inc.
_____	_____
Nancy Nien	Anthony Sanchez
Assistant Superintendent, Business	Executive Vice President

2024-2025

AGREEMENT BETWEEN THE

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

AND THE ANAHEIM UNION HIGH SCHOOL DISTRICT

FOR

ROP CAREER COUNSELING SERVICES

THIS AGREEMENT, made and entered into effective the 1st day of July 2024, by and between the Anaheim Union High School District of Orange County, with principal offices located at 501 N. Crescent Way, Anaheim, California 92801, hereinafter referred to as the DISTRICT and the North Orange County Regional Occupational Program with principal offices located at 385 N. Muller St., Anaheim, California 92801, hereinafter referred to as PROGRAM.

WITNESSETH:

NOW, THEREFORE, the DISTRICT agrees to provide district personnel as requested by PROGRAM to service programs maintained by PROGRAM in the DISTRICT as follows:

I. The ROP CAREER COUNSELOR will be assigned to ROP career guidance and support services functions as determined by the DISTRICT, PROGRAM, and the school site administration to which the employee is regularly assigned. The PROGRAM will provide to the district superintendent and school site principal a statement of performance objectives for each career guidance specialist within their district, which will be part of the evaluation process.

II. TERMS OF THE AGREEMENT. In consideration of the furnishing of the services by district personnel as stated herein, the DISTRICT shall be reimbursed by the PROGRAM for the total cost of providing such services, calculated as follows:

As per the previous agreement dated July 1, 2019, the PROGRAM will pay a per section amount of one thousand two hundred and fifty dollars ($1,250) per section to the DISTRICT.

III. REIMBURSEMENT by the PROGRAM will be made to the DISTRICT within thirty (30) days upon issuance of a monthly invoice commencing the month of September.

IV. THE PROGRAM SHALL INDEMNIFY THE DISTRICT against and hold it harmless from any and all cost, loss, and expense incurred by the DISTRICT as a result of any industrial injury or death sustained by any district employee while assigned to the PROGRAM under this Agreement. The PROGRAM will further hold the DISTRICT harmless from all alleged losses, claims, damages, or injuries sustained by pupils, or third persons from alleged negligent acts or omissions of employee(s) while engaged in the performance of duties for PROGRAM.

V. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2024, through June 30, 2025, unless terminated by either party.

VI. TERMINATION. This Agreement may be terminated by either party by giving thirty (30) days written notice of cancellation.

IN WITNESS THEREOF, the parties have caused this AGREEMENT to be executed effective the day and year first written above.

Nancy C. Nien, Assistant Superintendent, Business	DANA LYNCH
SUPERINTENDENT OR DESIGNEE	SUPERINTENDENT
ANAHEIM UNION	NORTH ORANGE COUNTY
HIGH SCHOOL DISTRICT	REGIONAL OCCUPATIONAL PROGRAM

ANAHEIM UNION HIGH SCHOOL DISTRICT

2024-2025 ROP CAREER COUNSELING SERVICES

ADDENDUM

District	ROP CAREER COUNSELING SERVICES		
Anaheim Union	Projected Total Number of Sections	Cost Per Section	Projected Annual Cost for PROGRAM
	255.8	$ 1,250	$319,750

EXHIBIT AA

Agreement Number: 10005471

ANAHEIM UNION HIGH SCHOOL DISTRICT
ELECTRONIC DOCUMENT MANAGEMENT SYSTEM
(IMAGING, SCANNING AND WORKFLOW)
SOFTWARE SUPPORT SERVICE AGREEMENT

This AGREEMENT is hereby made and entered into this 1st day of July, 2024, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and the Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. The SUPERINTENDENT will provide professional services for the operation of a web based imaging/scanning/workflow system. SUPERINTENDENT'S staff will configure an imaging/scanning/workflow system to meet the DISTRICT'S requirements for workflow, document archival and retrieval. The imaging/scanning/workflow system and all images/data will be maintained on servers and storage at SUPERINTENDENT'S office. SUPERINTENDENT'S imaging/scanning/workflow system service will include on-going training services for present and future employees, future software enhancements and support services. DISTRICT'S staff is responsible for scanning all images on a local scanner.

2.0 USE. SUPERINTENDENT grants DISTRICT a non-exclusive, non-assignable limited license to the imaging/scanning/workflow system software solely for use by DISTRICT internally, and only for workflow, capturing, storing, processing and accessing DISTRICT'S own data.

DISTRICT will have the right to use the imaging/scanning/workflow system as long as the imaging/scanning/workflow system is maintained and supported by the SUPERINTENDENT.

3.0 NETWORK INFRASTRUCTURE. The network standard protocol is TCP/IP. Each DISTRICT site that uses the imaging/scanning/workflow system must have a Local Area Network (LAN) connected via the DISTRICT office. DISTRICT will, at DISTRICT'S sole expense connect to SUPERINTENDENT'S County-wide computer network via high speed data circuit and data communication devices for the services set forth in this AGREEMENT. DISTRICT costs associated with connectivity will be invoiced separately according to the terms of the DISTRICT'S Network Support Service Agreement with SUPERINTENDENT. DISTRICT will access imaging/scanning/workflow system software from DISTRICT desktop computers through the DISTRICT'S LAN and from similar desktop computers located at each of the DISTRICT'S school sites.

4.0 ANNUAL SOFTWARE SUPPORT SERVICES.

A. SUPERINTENDENT agrees to provide DISTRICT access to the imaging/scanning/workflow applications via a leased high speed data circuit to the SUPERINTENDENT'S servers located at 200 Kalmus Drive, Costa Mesa.

B. The DISTRICT shall be entitled to ongoing software support and assistance during normal business hours, provided however, that the availability or performance of this software support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 8:00 a.m. - 5:00 p.m., excluding SUPERINTENDENT'S holidays.

C. SUPERINTENDENT may, upon mutual agreement of the parties, provide other services which may include but not be limited to: Application Integration, and other software assistance. The DISTRICT shall pay SUPERINTENDENT for such additional services at a rate of One hundred twenty-five dollars ($125.00) per hour.

5.0 DISTRICT'S RESPONSIBILITIES.

A. DISTRICT acknowledges that DISTRICT's timely provision of and SUPERINTENDENT's access to relevant DISTRICT assistance, cooperation, and complete and accurate information and data is essential to the performance of SUPERINTENDENT's services and that SUPERINTENDENT shall not be liable for any deficiency in performing the services if such deficiency results from DISTRICT's failure to provide the foregoing.

B. DISTRICT shall provide SUPERINTENDENT with appropriate information and reasonable access to DISTRICT's computer and network systems and provide all information, access, and cooperation reasonably necessary to facilitate the services, including an employee of DISTRICT who has substantial computer systems and network experience to act as a liaison between DISTRICT and SUPERINTENDENT. In addition, DISTRICT shall provide SUPERINTENDENT access to specific files or other data necessary to perform its work.

C. DISTRICT understands and agrees to notify SUPERINTENDENT of any security incident involving data loss/breach. This would include a district wide impact and/or ransomware attack.

6.0 TERM. The term of this AGREEMENT shall commence beginning July 1, 2024 and ending June 30, 2025, subject to termination as set forth in this AGREEMENT.

7.0 PAYMENT.

A. Implementation. DISTRICT agrees to pay SUPERINTENDENT for implementation of the imaging/scanning/workflow System the sum of One hundred twenty-five dollars ($125.00) per hour. Payment shall be made upon execution of this AGREEMENT and receipt of an itemized invoice from SUPERINTENDENT. Any additional implementation services requested by DISTRICT will be billed to DISTRICT at the rate of One hundred twenty-five dollars ($125.00) per hour. Changes, updates and additional customization to imaging/scanning/workflow will be billed to DISTRICT at the rate of One hundred twenty-five dollars ($125.00) per hour.

B. Annual Support Service Fees. DISTRICT agrees to pay SUPERINTENDENT annual support fees for the imaging/scanning/workflow system the base amount of Six thousand nine hundred dollars ($6,900.00) per year based on DISTRICT'S ADA. This amount includes imaging/scanning/workflow licensing and software maintenance purchased by SUPERINTENDENT for DISTRICT, and includes unlimited images per year, support for scanners and workflow. Payment shall be made upon execution of this AGREEMENT and receipt of an invoice from SUPERINTENDENT. There is no additional annual support fee to use the imaging/scanning/workflow system. SUPERINTENDENT shall evaluate support fees annually, for possible upward or downward adjustments, based on SUPERINTENDENT'S actual costs to support the hardware and software. SUPERINTENDENT will provide DISTRICT written notice of the annual support service fees due for the renewal period ninety (90) days prior to the end of each renewal period.

8.0 HARDWARE EQUIPMENT REQUIREMENTS. Local hardware for the

imaging/scanning/workflow system services, such as desktop computers, monitors and scanners are the responsibility of the DISTRICT. Each DISTRICT site that uses SUPERINTENDENT'S imaging/scanning/workflow system must have a scanner connected to a Local Area Network connected via the DISTRICT office.

9.0 TRAINING. SUPERINTENDENT will provide on-going training services for present and future employees as determined by SUPERINTENDENT and DISTRICT to assist DISTRICT personnel in the use and operation of the software to enable DISTRICT to make optimum use of the imaging/scanning/workflow system. Training will be provided at DISTRICT'S office between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding SUPERINTENDENT'S holidays.

10.0 FUTURE MODULES/OPTIONS. SUPERINTENDENT may offer additional imaging/scanning/workflow system modules and optional services in the future. Each new capacity may have an additional charge. Proposals will be provided upon DISTRICT request and availability.

11.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT'S employees and shall not be considered in any manner to be

DISTRICT'S employees.

12.0 HOLD HARMLESS

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

13.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

14.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules and regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the

performance of such operations.

15.0 ASSIGNMENT. DISTRICT or SUPERINTENDENT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the other party.

16.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

17.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this AGREEMENT with or without cause, upon the giving of thirty (30) days prior written notice to the other party. Upon termination of this AGREEMENT by either party, SUPERINTENDENT agrees to provide all of DISTRICT's stored images and indexes to DISTRICT in a readable electronic format i.e.,.tif within three (3) month of termination of this AGREEMENT.

18.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the

addresses of the parties are as follows:

DISTRICT: Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92801
Attn: Nancy C. Nien

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92628
Attn: Patricia McCaughey

19.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

20.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

21.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

///

///

///

///

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Nancy C. Nien	PRINTED NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Business	TITLE: Director
DATE: _____	DATE: May 30, 2024

Anaheim Union High SD-Document Management System(10005471)25
Zip5

EXHIBIT BB

AGREEMENT NUMBER 51640

AMENDMENT #3
ANAHEIM UNION HIGH SCHOOL DISTRICT
HUMAN RESOURCES APPLICATION
SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into July 1, 2021, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT, is hereby further amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of Ninety-three thousand six hundred dollars ($93,600.00) for SUPERINTENDENT'S Human Resources Application annual software support service fees for fiscal year 2024-2025. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. Annual Human Resources Application software support service fees will be evaluated annually for possible upward or downward adjustments. SUPERINTENDENT will provide DISTRICT written notice of the annual Human Resources Application software support service fees due for the renewal period sixty (60) days prior to the end of each renewal period. Renewal fees shall be based on the actual costs incurred by SUPERINTENDENT to support the Human Resources Application software.

2.0 Except as expressly herein amended, including any amendments thereto, said AGREEMENT shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINT NAME: Nancy C. Nien	PRINT NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Business	TITLE: Director
DATE: _____	DATE: April 18, 2024

Anaheim Union High SD-Human Resources Application-Amend 3(51640)25RV
ZIP5

EXHIBIT CC

AGREEMENT NUMBER 50286

AMENDMENT #4
ANAHEIM UNION HIGH SCHOOL DISTRICT
BUSINESS-PLUS SYSTEM SUPPORT
AND SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into July 1, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT, is hereby further amended as follows:

1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to pay SUPERINTENDENT the sum of One hundred twenty-eight thousand three hundred dollars ($128,300.00) for annual software support service fees for fiscal year 2024-2025. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. SUPERINTENDENT shall evaluate software support service charges annually, for possible upward or downward adjustments, based on SUPERINTENDENT'S actual costs to support Business-Plus software. SUPERINTENDENT will provide DISTRICT written notice of the annual software support service fees due for the renewal period sixty (60) days prior to the end of each renewal period.

2.0 Except as expressly herein amended, including any amendments thereto, said AGREEMENT shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Nancy C. Nien	PRINTED NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Business	TITLE: Director
DATE: _____	DATE: April 18, 2024

Anaheim Union High SD-Financial-BusinessPlus-Amend 4(50286)25RV
ZIP5

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th of June, 2024, between the Anaheim Union High School District ("District") and Camp Oasis of Grace Christian 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 July 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.

12. **Permits/Licenses**. District and all District's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. **Safety and Security**. District is responsible for maintaining safety in the performance of this Agreement. 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 **X** 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 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
Camp Oasis of Grace Christian School
Attn: Molly Henehan
Address: 4545 Myra Ave
Cypress, Ca. 90630
Phone: (714) 761-5200
Email: mhenehan@gcsrr.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

Camp Oasis of Grace Christian School

Date: 5/13/2024

By: Molly Henehan

Print Name: Molly Henehan

Its: MH Director

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

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

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

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

CERTIFICATION BY CONTRACTOR

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

I, Molly Henehan (Name of Individual), am the Director (Title) of Camp Oasis (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, CA, California on 5/13/24.
Date

Signature

Molly Henehan
Typed or Printed Name

Camp Oasis Director
Title

Camp Oasis of Grace Christian School
Name of Contractor

4545 Myra Avenue Cypress, CA 90740
Address

562-343-4718
Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June, 2024, between the Anaheim Union High School District ("District") and City of Cypress ("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 July 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.** 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.**

(a) Neither District nor any officer or employee of District shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Contractor under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Contractor under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, Contractor shall fully indemnify, defend and hold District harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of Contractor under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Contractor under this Agreement.

(b) Neither Contractor nor any officer or employee of Contractor shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of District under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of District under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, District shall fully indemnify, defend and hold Contractor harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of District under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of District under this Agreement.

10. **Insurance.**

10.1 Both parties 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.** The District shall observe and comply with all rules and regulations 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: City of Cypress
Attn: Jeff Draper, Recreation Director
Address: 5700 Orange Avenue
Cypress, CA 90630
Phone: (714) 229-6780
Email: jdraper@cypressca.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

City of Cypress

Date: 4/24/24

By: _____

Print Name: Peter Grant

Its: City 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 herein after set forth, shall provide school buses and licensed school bus drivers to the CONTRACTOR for the transportation of City of Cypress, Recreation and Community Service staff and participants when the DISTRICT has available extra school buses and licensed school bus drivers.

Date of Excursion	Destination	Pick-up @ Community Center Time	Pick up @ Destination Time
Wednesday, June 12	**Boomers** 3405 Michelson Dr. Irvine, 92612	9:00am	2:30pm
Wednesday, June 19	**Big Air Trampoline Park** 8308 On the Mall Buena Park, 90620	9:30am	3:30pm
Wednesday, June 26	**Knott's Berry Farm** 8039 Beach Blvd. Buena Park, 90620	9:00am	3:30pm
Wednesday, July 10	**Bolsa Chica Beach** 17851 Pacific Coast Hwy Huntington Beach, 92649	9:00am	3:00pm
Tuesday, July 16	**LA Sparks Game** 1111 S Figueroa St, Los Angeles, 90015	9:00am	3:30pm
Wednesday, July 24	**Medieval Times** 7662 Beach Blvd, Buena Park, 90620	9:30am	3:00pm
Wednesday, July 31	**Soak City** 8039 Beach Blvd. Buena Park, 90620	9:00am	3:30pm

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, Peter Grant (Name of Individual), am the City Manager (Title) of the City of Cypress (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:

Jeff Draper	_____
Ian Kokot	_____
Courtney Powers	_____
Ervy Rodriguez	_____

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 2/29/2024.
Date

Signature

Peter Grant
Typed or Printed Name

City Manager
Title

City of Cypress
Name of Contractor

5275 Orange Avenue, Cypress, CA 90630
Address

(714) 229-6680
Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June, 2024, between the Anaheim Union High School District ("District") and Oui-Connect ("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)
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
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-3555
Email: Nien_N@auhsd.us

Contractor
OUI-Connect
Attn: Hector Bachelot
120 Vantis Dr. STE 300
Aliso Viejo, CA 92656
Phone: (949) 338-9388
Hectorbachelot@oui-connect.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

OUI-Connect

Date: May 9, 2024

By: Hector Bachelot (e-signature)

Print Name: Hector Bachelot

Its: Director of Programs

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 OUI-Connect 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, hector bachelot (Name of Individual), am the manager (Title) of oui connect (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 _Aliso Viejo_, California on May 9, 2024.
Date

Hector bachelot
Signature

Hector bachelot
Typed or Printed Name

director
Title

Oui connect
Name of Contractor

23276 South Pointe dr 202 Laguna hills CA 92653
Address

949 3389388
Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June, 2024, between the Anaheim Union High School District ("District") and The Rock 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 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 July 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 __ No **X** For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than $1,000,000 per occurrence; $2,000,000 general aggregate.

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

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

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

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

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

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

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

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

million ($2,000,000) aggregate limits OR

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

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

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

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

10.2 Other Insurance Provisions. The District shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the 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. District and all District's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. District is responsible for maintaining safety in the performance of this Agreement. 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 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
The Rock Church
Attn: Melissa Gutierrez
Address: 99 E. Orangethorpe Ave.
Anaheim, Ca. 92801
Phone: (714) 526-8233
Email: mgutierrez@solidlives.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.

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

The Rock Church

Date: 5/10

By: _____

Print Name: Alex Sierra

Its: Youth Pastor

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 The Rock Church participants 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, Alex Sierra (Name of Individual), am the Youth Pastor (Title) of The Rock church. (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 5/10 (Date).

Signature

Alex Sierra
Typed or Printed Name

Pastor
Title

The Rock
Name of Contractor

99 E ORANGETHORPE AVE, Anaheim, CA
Address

(714) 526-8233
Telephone Number

EXHIBIT HH

Main: (800) 838-4856

Email: Kari@Healthepro.com

Web: http://healthepro.com

We have prepared a quote for you

Anaheim Union High SD - 5 Year Agreement

QUOTE #006334 V1

PREPARED FOR

Anaheim Union High School District

PREPARED BY

Kari Day

Main: (800) 838-4856
Email: Kari@Healthepro.com
Web: http://healthepro.com

Friday, May 24, 2024

Anaheim Union High School District
Orlando Griego
501 N Crescent Way
Anaheim, CA 92801
griego_o@auhsd.us

Dear Orlando,

It is my pleasure to submit this proposal for your consideration.

This quote is for Health-e Pro Menu Planning with a 5 year agreement. The first year is prorated to 11 months to move the renewal date from 8/1 to 7/1 annually. Approval of this quote before 6/30/2024 will avoid the price increase and lock in the quoted rate for the term of the agreement.

Thank you for being a valued partner of Health-e Pro. We look forward to continuing to serve you. If I can answer any questions for you, please feel free to contact me.

Kind regards,

Kari Day

Kari Day
Account Manager
Health-e Pro

BOT - 2

Main: (800) 838-4856
Email: Kari@Healthepro.com
Web: http://healthepro.com

Simple. Innovative. Menu Planning.

Qty	5 Year Agreement	Per User	Annual
1	**Health-e Pro Menu Planning Software**	$2,135.00	$2,135.00
45	**Number of sites where meals are served.**	$108.00	$4,860.00
	Subtotal:		**$6,995.00**

BOT - 3

Main: (800) 838-4856
Email: Kari@Healthepro.com
Web: http://healthepro.com

Anaheim Union High SD - 5 Year Agreement

Quote Information:

Quote #: 006334
Version: 1
Delivered: 05/24/2024
Expires: 06/30/2024

Prepared for:

Anaheim Union High School District
501 N Crescent Way
Anaheim, CA 92801
Orlando Griego
griego_o@auhsd.us
(714) 999-3560

Prepared by:

Health-e Pro
Kari Day
1-800-838-4856 x107
Fax
Kari@Healthepro.com

Quote Summary	Amount
5 Year Agreement	$6,995.00
Total	**$6,995.00**

Payment Options	Periods	Payments	Amount
Annual Term Information			
Initial Year Total (Prorated 11 months to move the renewal to 7/1 annually)	One-Time	1	$6,412.09
Successive Years	Annual	1	$6,995.00
Total of One-Time Payments			**$6,412.09**

Taxes may apply. We reserve the right to cancel orders arising from pricing or other errors. Terms are Net 45.

Additional Terms. This supersedes the 12 month term defined in section 5.1 of our standard Terms of Service: This agreement is for 60 months. The 5 year term will be billed in 5 payments. The contract will begin on 7/1/2024 with successive payment dates falling on the same date annually. Invoices for subsequent payments will be sent electronically 45 days prior to the payment due date. Early termination by the customer will result in a cancelation fee equal to 50% of the remaining payments due on the contract. A 1.5% per month late fee will apply to payments received after the due date. Access will be suspended for unpaid accounts 30 days after payment due date unless other arrangements have been made. A reconnection fee of $500 will be assessed once suspended and must be paid prior to reconnection. After the initial term the subscription renews automatically for annual terms unless Health-e Pro is notified of intent to cancel at least 30 days in advance of renewal date.
Your signature (electronic or otherwise) constitutes your agreement to these terms.

Signature _____ Date _____

BOT - 4

Licensing FAQ

Health-e Pro is licensed in a "named user" fashion, which means that anyone that uses Health-e Pro products (Administrators, menu planners school site managers, cooks, etc.) requires a license of Health-e Pro. You may not share Health-e Pro licenses among multiple users.

For additional information and licensing scenarios, Please see the Health-e Pro licensing FAQ at http://www.healthepro.net/licensing-faq/

Health-e Pro

Software as a Service Agreement

By logging into this website, the User acknowledges that they have read and agree to the following terms of service between the User and Water Walkers, Inc., a California corporation ("Water Walkers"), whose mailing and billing address is P.O. Box 124, Anacortes, WA 98221.

WARNING: THE DATA CONTAINED WITHIN THE SERVICES CANNOT BE USED FOR AND DOES NOT PROVIDE MENU PLANNING OR MEDICAL TREATMENT FOR ANYONE WITH A MEDICAL CONDITION, DIETARY RESTRICTION OR FOOD ALLERGY. USE OF THE SERVICES TO PROVIDE MENU PLANNING OR MEDICAL TREATMENT FOR ANYONE WITH A MEDICAL CONDITION, DIETARY RESTRICTION OR FOOD ALLERGY IS A VIOLATION OF THE TERMS OF THIS AGREEMENT. ANY SUBSCRIBER PLANNING FOR OR TREATING MEDICAL CONDITIONS, DIETARY RESTRICTIONS OR A FOOD ALLERGY MUST CONSULT A MEDICAL PROFESSIONAL FOR ASSISTANCE.

1.0 General Terms and Conditions.

1.1 Rights Granted to Subscriber. Subject to the terms of this Agreement, Water Walkers hereby grants to Subscriber a non-sublicensable, non-transferable, non-exclusive subscription to access and use the Services (as hereinafter defined) solely for the limited purposes set forth in this Agreement.

1.2 Definitions. As used in this Agreement:

a. Allergen Feature" means the tool included in the Services for identifying the list of allergens in the Food Allergen Labeling and Consumer Protection Act of 2004 ("FALCPA').

b. "Data" or "Subscriber Data" means any electronic data or information contained in any database, template, or other similar document submitted by Subscriber through the Services.

c. "Fees" means the fees paid by Subscriber in exchange for access to the Services as set forth on the Proposal.

d. "Proposal" means the proposal submitted by Water Walkers and accepted by Subscriber.

e. "Services" means the menu planning tool provided by Water Walkers to Subscriber as more particularly described in the Proposal and known as Health-e Pro Menu Planning.

f. "System" means the technology, including hardware and software, used by Water Walkers to provide the Services to Subscriber in accordance with this Agreement.

g. "Subscription Administrator" means the individual assigned by Subscriber having responsibility for all administrative and billing matters relating to Subscriber's use of the Service as identified during the purchase and subscription process.

h. "Term" means the period commencing as of the start date of access to the Services through the date access terminates.

i. "User ID" means the unique identifying name and password assigned to each user to gain access to the Services.

j. "Security Measures" means commercially reasonable technical, physical and procedural controls to protect Subscriber's Data against destruction, loss, alteration, unauthorized disclosure to third parties, whether by accident or otherwise.

k. "Confidential Information" means information including, but not limited to: all information and data that is proprietary to Water Walkers and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by any of Water Walkers' representatives or agents, whenever and however disclosed, including, but not limited to: any and all password or controlled access information provided by Water Walkers, product documentation, and Water Walkers data relating to the other subscribers, licensees, customers, vendors, or affiliates thereof, any information regarding any agents of Water Walkers; any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; any designs, development tools, specifications, computer software, source code and programming information (whether or not patentable or registered under copyright or similar statute), object code, flow charts, databases, information and trade secrets (as defined in the UNIFORM TRADE SECRETS ACT as adopted by the State of California, or any similar federal or other state of relevant jurisdiction); works of authorship or software or materials created by or for the benefit of Water Walkers; and any information that should reasonably be recognized as confidential information of Water Walkers; and any information generated by Water Walkers or by its representatives and/or agents that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret to be Confidential Information as defined herein.

l. "Water Walkers Technology" means (i) the System, (ii) all software, materials, formats, interfaces, information, data, content and all Water Walkers proprietary information and technology used by Water Walkers or provided to Subscriber in connection with the Services, and (iii) all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Subscriber or learned as a result of Subscriber's use of the Services.

m. "Water Walker Trademarks" means all names, marks, brands, logos, designs, trade dress, and other designations Water Walkers uses in connection with the Services, software, data, or information, including without limitations the marks:

"Water Walkers," "Health-e Pro," "Health-e Living," "Health-e Meal Planner," or the My School Menus Mobile App logo.

n. "FALCPA" means the Food Allergen Labeling and Consumer Protection Act.

2.0 The Services.

2.1 Subscription. Water Walkers shall make available to Subscriber the Services as more specifically set forth on the Proposal. The terms and conditions of this Agreement and of any addendum to this Agreement shall govern Subscriber's use of any new feature(s) or services that augment or enhance the current Services, including the release of any new services or upgrades to existing Services.

2.2 Service Levels. Subject to the terms of this Agreement, Water Walkers shall use commercially reasonable efforts to:

a. Maintain the security of the Services as set forth in Section 2.4 of this Agreement.

b. Provide regular backups of Subscriber's Data; and

c. Make the Services generally available 24 hours a day, 7 days a week, 365 days a year, except for:

1/ Downtime for maintenance regarding which Water Walkers will use reasonable efforts to notify Subscriber in advance; and

2/ Downtime caused by circumstances beyond Water Walker's reasonable control, including but not limited to acts of God, acts of government, pandemic, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems, telecommunications or network failures or delays, computer failures involving hardware or software not within Water Walkers' possession or reasonable control, and acts of vandalism.

Subscriber agrees that Subscriber is solely responsible for providing at its own expense all network access to the Services, include, but not limited to, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the Services.

2.3 Support. Water Walkers shall implement Security Measures and maintain the Services at reputable third-party Internet service providers and hosting facilities. Water Walkers allows security access to its approved list of authorized and authenticated personnel. However, Subscriber acknowledges and agrees that notwithstanding the Security Measures, use of or connection to the Internet provides opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Services and Subscriber Data. Accordingly, Water Walkers does not guarantee the privacy, security or authenticity of any information transmitted over or stored in any system connected to the Internet.

3.0 Subscriber's Use of Services.

3.1 Subscriber Access. Water Walkers shall provide the Subscription Administrator User ID(s) and password(s) for access to the Services. Subscriber shall be responsible for ensuring the administration, security, and confidentiality of its User ID(s). Only Subscriber's employees shall be authorized to access the Services. Subscriber shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Subscriber shall promptly notify Water Walkers of any unauthorized use or suspected unauthorized use of the Services. Water Walkers reserves the right to log off Subscriber if Subscriber's use of the Services is inactive for an extended period determined in the sole discretion of Water Walkers.

3.2 Restrictions on Subscriber Data. Subscriber is solely responsible for Subscriber's Data and shall not provide, post or transmit any subscriber Data or any other information, data or material that in any way infringes or violates any intellectual privacy rights, general privacy rights, laws or regulations. Water Walkers reserves the right to take remedial action if Subscriber Data violates the terms of this subsection, but Water Walkers shall have no obligation to review Subscriber Data for violations described herein.

3.3 Use Restrictions. Subscriber is responsible for all activities that occur under Subscriber's accounts. Subscriber shall not or shall not attempt to:

a. Knowingly interfere with or disrupt the integrity, operation or performance of the Services, the data contained therein, or the Water Walkers System;

b. Allow a third party to access the Services or transfer to a third party any of Subscriber's rights under this Agreement, except as otherwise provided in this Agreement, or to otherwise use the Services for the benefit of a third party;

c. Copy, modify or make derivative works based upon any part of the Water Walkers System;

d. Reverse engineer, disassemble or decompile any component of the System.

e. Remove or obscure any proprietary notices such as copyright, trademark or patent designations;

f. Use the Services in any manner that exceeds the scope of the permitted use herein.

g. Use the Services in any way for spamming or to transmit chain letters, junk email, bulk communications, or for providing any information or applications in a commercial for-profit business environment. Water Walkers reserves the right to block, filter or delete any such unsolicited communications, without any liability to Subscriber or any other person;

h. Use any Water Walkers domain name as a pseudonymous return email address for any communications that Subscriber transmits from another location or through another service;

i. Upload, post or otherwise transmit any content that Subscriber does not have a right to transmit to the public under any law or under contractual or fiduciary relationships;

j. Upload, post or otherwise transmit any material that is inappropriate or contains software viruses of any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment. "Inappropriate" as used in this subsection shall mean posts or materials that are offensive or malicious as determined by the sole opinion of the management of Water Walkers.

k. Intentionally or unintentionally violate any applicable local, state, federal or international law or regulation.

l. Permit shared use of any login by a person other than the registered user of that login.

At the sole discretion of Water Walkers access of Subscriber may be discontinued upon determination of Water Walkers that Subscriber has engaged in any of the foregoing activities set forth in this Subsection 3.3 without any liability to Subscriber. Subscriber's engagement in any of the activities set forth in Subsection 3.3 shall be deemed an incurable breach of this Agreement.

3.4 Limitations The Services cannot be used to treat medical conditions, dietary restrictions or allergies. Subscriber may use the Services only within the District or Subscriber's business. The Services may not be used to provide menu planning information or solutions to third parties. The Services may not be reproduced, transmitted or distributed by Subscriber without the prior written consent of Water Walkers.

4.0 Fees, Payment and Suspension of Service.

4.1 General. As consideration for the subscription to the Services provided by Water Walkers pursuant to this Agreement, Subscriber shall pay Water Walkers the Fees set forth in the Proposal. All Fees will be billed on an annual basis and are due within thirty (30) days after the date of the invoice unless stated otherwise in the Proposal.

4.2 Late Charges/Liquidated Damages. Subscriber agrees that if Subscriber does not timely pay the Fees agreed upon, Water Walkers will incur damages in additional administrative handling and other business aspects that would be difficult or impossible to completely assess. Therefore, Subscriber and Water Walkers agree that 1.5% per month of any installment of Fees not paid on time is a reasonable, good faith attempt to assess such damages and Subscriber agrees to pay such liquidated damages in addition to the Fees due.

4.3 Suspension of Services Pending Full Payment. Upon the failure to pay the Fees set forth in the Proposal on or before the due date, Water Walkers may discontinue Services and suspend all User IDs and subscriber's access to the Services until such Fees are paid in full.

5.0 Term and Termination.

5.1 Term. Unless otherwise specified in a multi-year purchase contract, the Term of this Agreement shall be for a period of twelve (12) months. Thereafter, this Agreement will automatically renew for successive twelve (12)-month Terms, unless one of the parties gives written notice of non-renewal at least thirty (30) days prior to the expiration of the then current Term. Upon thirty (30) days' notice given prior to renewal, Water Walkers may increase the Fees applicable to any renewal Term. If Subscriber neither terminates this Agreement as provided herein nor objects in writing to any increase in Fees within ten (10) days prior to the commencement of the renewal Term, then any increase in Fees as noticed by Water Walkers shall apply commencing at the renewal Term.

5.2 Early Termination. Except as otherwise provided in Sections 3.3 and 5.2 of this Agreement, Water Walkers may terminate this Agreement prior to the expiration of the Term upon written notice if Subscriber materially breaches the Agreement and does not cure such breach (if curable) within thirty (30) days after written notice of such breach. Any termination of Subscriber's access to the Services due to the incurable breach of any provision of this Agreement, or Subscriber's misappropriation, infringement or other violation of a third party's intellectual property rights, may be effected in the sole discretion of Water Walkers without prior notice, and Water Walkers may immediately deactivate or delete Subscriber's Services account. Subscriber acknowledges that any Fees paid are earned upon receipt and nonrefundable even upon an early termination of this Agreement.

Water Walkers seeks to do business with Subscriber at the highest level of professionalism and civility. If Subscriber or its representatives or agents engages in conduct toward any representative or agent of Water Walkers that in the sole discretion of Water Walkers is offensive, unprofessional or lacks basic civility, then Water Walkers may immediately terminate this Agreement and Subscriber's benefits hereunder.

6.0 Confidential Information.

6.1 Acknowledgments Regarding Confidential Information. Subscriber acknowledges that Subscriber shall obtain direct access *via* Water Walkers' website and other methods of disclosure to Confidential Information of Water Walkers. Subscriber may use Confidential Information obtained from Water Walkers, solely for the use of the Services as set forth in this Agreement and for no other purpose. Except within the scope of Subscriber's use as licensed in this Agreement, Subscriber promises not to use, sell or disclose any of Water Walkers' confidential information. Such Confidential Information shall not be copied without written permission of Water Walkers and shall be returned to Water Walkers upon termination of this Agreement, and Subscriber shall not retain any written or other tangible material containing any information concerning or disclosing any Confidential Information of Water Walkers.

7.0 Ownership and Intellectual Property Rights.

7.1 Water Walkers System and Technology. Subscriber acknowledges that (a) Water Walkers retains all right, title and interest in and to Water Walkers Technology, and (b) Water Walkers Technology is comprised of intellectual property rights owned by or licensed to Water Walkers. Except as otherwise expressly provided in this Agreement,

no license or other rights in Water Walkers Technology are granted to Subscriber, and all such rights are expressly reserved by Water Walkers.

7.2 Subscriber Data; Global Database and Manufacturer Marketplace. Except as otherwise expressly stated in this Agreement, Subscriber retains all right, title and interest in and to the Subscriber Data. Subscriber grants Water Walkers all necessary licenses in and to such Subscriber Data as required for Water Walkers to provide the Services to Subscriber or as allowed by law. Subscriber shall be solely responsible for providing all Subscriber Data required for the proper operation of the Services for Subscriber. Subscriber acknowledges and agrees that Subscriber Data may be added to Water Walker's Global Database and Manufacturer Marketplace, as described in the Proposal, and made available to other subscribers of Water Walkers. Subscriber hereby grants Water Walkers and Water Walkers' other subscribers a non-exclusive, royalty-free, perpetual license to view, use, display and modify the content of Subscriber's Data added to the Global Database and Manufacture Marketplace.

7.3 Trademarks. Subscriber shall not use or co-brand Subscriber's applications, products, or material associated with Subscriber's applications or services with any Water Walkers Trademarks. Subscriber shall not incorporate any Water Walkers Trademarks into Subscriber's trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations.

8.0 Notices; Modification of Functionality of Services.

8.1 Notices. Any notice desired to be sent by Water Walkers or Subscriber may be made by confirmed delivered email, regular mail, by UPS or Federal Express courier, or by Water Walkers by posting on the Health-e Meal Planner landing page. Notice by email shall be deemed given on the date of confirmed delivery. Notice by regular mail shall be deemed given upon three (3) days after deposit with the United States Postal Service. Notice by national courier shall be deemed delivered on the date of delivery. Notice by posting on the Health-e Meal Planner landing place shall be deemed given upon posting. Electronic notice by email or by posting shall be deemed to be written notice for all purposes.

8.2 Modification of Functionality of the Services. Water Walkers may modify the functionality and features of the Services or of Water Walkers' website at any time without notice.

8.3 Additional Services. If Subscriber desires to add Services after the commencement of this Agreement which are not listed in the Proposal, then Subscriber may request a new Proposal to amend this Agreement. Upon agreement of Subscriber and Water Walkers regarding the amendment, Subscriber shall pay such additional fees specified by Water Walkers and Water Walkers shall issue an addendum to this Agreement, including the new Service(s), and mark it as an addendum. Such addendum(s) and this Agreement shall collectively constitute the agreement of the parties hereto.

8.4 Usage Limits. Services and content provided by Water Walkers to Subscriber are subject to usage limits as specified in the Order Form and related documentation contained in the Proposal. If Subscriber exceeds the usage limit set forth in the

Proposal, then Subscriber shall pay additional fees for applicable Services or Content in excess of the usage as set forth in the Proposal.

9.0 Disclaimer of Warranties.

9.1 General Disclaimers. Subscriber's use of the Services is at Subscriber's sole risk. The Services and content are provided on an "as-is" and "as -available" basis. Water Walkers disclaims all express or implied conditions, representations and warranties of any kind including any implied warranty or condition of merchantability or fitness for a particular purpose. Water Walkers makes no representations, warranties, conditions, or guaranties as to the quality, suitability, truth, accuracy, or completeness of any of the Services or content contained on Water Walkers' website. Water Walkers makes no representations, warranties, conditions or guaranties that (a) the Services will meet Subscriber's requirements; (b) the Services will be uninterrupted, timely, secure, except for the representations provided in Section 2.4 hereof, or error-free; (c) the results that may be obtained from the use of the Services will be accurate or reliable; (d) the quality of any Services, or data or information, or other material purchased or obtained by Subscriber through the Services will meet Subscriber's expectations; or (e) any errors in the Services, software, data, or information will be corrected. Any software, data or information delivered pursuant to this Agreement or otherwise obtained through the use of the Services is done at Subscriber's own discretion and risk and Subscriber is responsible for any damage to Subscriber's computer system or loss of data, including without limitation any damages resulting from computer viruses or other malicious computer code. Subscriber acknowledges and agrees that the Internet is a network of private and public networks, and that (a) the Internet is not a secure infrastructure; (b) Water Walkers does not have control over the Internet; and (c) Water Walkers shall not be liable for damages under any theory of law related to the continuance of operation of any portion of the Internet or possible regulation of the Internet that might restrict or prohibit the operation of the Services. No advice or information, whether oral or written, obtained by Subscriber from Water Walkers or through or from the Services will create any representation, warranty, condition or guaranty not expressly stated in this Agreement.

9.2 Allergen Limitations and Disclaimers. Water Walkers does not determine any allergens. Water Walkers is not responsible for the accuracy of the independently compiled nutritional databases upon which the Services are formulated or the identification of the FALCPA Allergens. The effectiveness of the Allergen Feature in identifying the presence of FALCPA Allergens in food which Subscriber plans to serve is limited by many factors, including without limitations, the following:

a. The list of allergens is not inclusive and limited to the eight (8) FALCPA Allergens.

b. The Allergen Feature does not identify food sensitivities, intolerances to foods or dietary restrictions followed for medical conditions of anyone served food by Subscriber.

c. Identification of the FALCPA Allergens is dependent on the manufacturer of each product or ingredient in a menu or recipe correctly identifying the attributes of the ingredients in their product or ingredient.

d. The products or ingredients in a planned menu may have been altered by: (i) substitutions, (ii) alternations, (iii) change in supplier, (iv) mislabeling by manufacturer, or (v) failure of Subscriber to update its database.

e. Insufficient information to plan around or accommodate medical conditions or special diets, including but not limited to adverse reactions to any of the FALCPA Allergens or any known or unknown allergen or food sensitivity.

f. Subscriber use of a recipe in the Global Database from another subscriber of the Services that did not identify all the potential allergens.

g. Use of the Allergen Feature by unauthorized employees of Subscriber who are not educated or trained to identify the FALCPA Allergens in a recipe and properly enter that information in the Allergen Feature.

h. The specific allergies or food sensitivities of any individual served by Subscriber.

i. Subscriber: (i) failing to identify a FALCPA Allergen, (ii) mistakenly identifying a FALCPA Allergen, (iii) improperly entering the data in the Allergen Feature, (iv) failing to review every recipe in Subscriber's Database, or (v) incorrectly indicating in the Allergen Feature whether any FALCPA Allergens are present in each ingredient in each recipe.

9.3 Third-party Sites. In the normal use of the Services, the access site may contain links to third-party websites. Water Walkers does not control, endorse or make any representation of any kind regarding third-party websites or their products or services that may be linked to any webpage accessed by Subscriber during the use of the Services.

10.0 Limitation of Liability. The liability of Water Walkers or any other person or entity involved in creating, producing, contributing to, or delivering the Services for damages, regardless of the form of action, shall not exceed the amount of the Fees. In no event shall Water Walkers be liable to Subscriber or anyone else for indirect, special, consequential or punitive damages incurred by Subscriber or any other person or organization including, without limitation, damages for delay, increased expenditures, increased operating costs, loss of revenues, profits, data, goodwill, or use, even if Water Walkers has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for certain types of damages and the disclaimers and limitations in this Agreement may not apply to Subscriber in such a jurisdiction. Subscriber assumes the responsibility for adequate protection and backup of any of its own data and/or its equipment used in connection with the Services and Water Walkers shall not be liable for any of Subscriber's lost data, rerun time, inaccurate output, work delays, or lost profits resulting from the use of the Services.

11.0 Miscellaneous Provisions.

11.1 Entire Agreement. This Agreement constitutes the entire agreement between Water Walkers and Subscriber with respect to the subject matter of this Agreement and supersedes all prior agreements, oral or written, between Water Walkers and Subscriber with respect to the subject matter of this Agreement.

11.2 No Assignment. Subscriber may not assign or otherwise transfer this Agreement or any rights granted herein without the prior written permission of Water Walkers.

11.3 Waiver and Non-Waiver. The failure of any party to this Agreement to exercise or enforce any right or provision of the terms and conditions of this Agreement shall not constitute a waiver of such right or provision. Any waiver of any right or provision of the terms and conditions of this Agreement by or behalf of either party shall be in writing.

11.4 Severability. In the event any provision of this Agreement is deemed to be invalid, illegal or unenforceable, all other provisions of the Agreement not affected by the invalidity, illegality or unenforceability shall remain in full force and effect.

11.5 Taxes. Fees quoted to Subscriber are exclusive of any and all applicable taxes or governmental fees, which shall be the sole responsibility of Subscriber.

11.6 Survival. The rights and duties of the parties to this Agreement, which by their nature ought to survive the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

11.7 Dispute Resolution. Unless otherwise specified in a multi-year purchase contract, any dispute arising out of this Agreement shall be resolved by binding arbitration before a single arbitrator pursuant to the Streamline Commercial Rules of JAMS, and any award rendered thereto may be entered in any court of competent jurisdiction. The Arbitration shall be held in King County, Washington, and shall provide for only such discovery as the Arbitrator shall allow.

11.8 No Third-Party Rights. Except as specifically provided for in this Agreement, nothing in this Agreement is intended to make any person or entity not a signatory to this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

11.9 Applicable Law. Unless otherwise specified in a multi-year purchase contract, this Agreement shall be governed by the laws of the State of Washington. This Agreement is made in the State of Washington, USA, and venue shall be proper only in King County, Washington.

11.10 Headings. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

11.11 Changed Terms. Water Walkers may propose changes in the terms and conditions of this Agreement by notice to Subscriber as provided in this Agreement. Subscriber's continued use of the Services after notice from Water Walkers shall be deemed acceptance of the new terms of this Agreement.

11.12 Proposal Incorporated as Terms of Agreement. The Proposal constitutes additional terms and conditions of this Agreement and are incorporated herein by reference as though set forth in full verbatim.

12.0 Statutory Exceptions for Public Institutions. If Subscriber is a qualified public educational or government institution, and any part of this Agreement (for example, all or part of the indemnification provisions) is invalid or unenforceable against Subscriber because of

applicable local, state or federal law, then that portion of this Agreement shall be deemed invalid or unenforceable and construed in a manner most consistent with applicable governing law.

Rev. 7.24.23

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	**Description**
19	Access Point Wi-Fi
2	Alto Clarinet
6	Alto Sax
3	Alto Saxophone
1	Bakers Rack
2	Band Saw
14	Baritone
2	Bass Clarinet
5	Book Case
7	Cambro Hot Box
1	Cashier Stand
10	CD Player
20	Chair
41	Chair, Student
1	Choir Riser
20	Clarinet
12	Computer Desktop
89	Computer Laptop
5	Computer Monitor
1	Computer Tablet
1	Concert Bass Drum
1	Desk
55	Desk, Student
2	Document Camera
10	File Cabinet
1	Floor Scrubber
4	Flute
1	Freezer
4	French Horn
1	Grinder
16	Headphones
1	Kick Drum
1	Kiln
100	Network Switch
2	Oboe
4	Passive Cabinet Speaker
1	Piano
1	Planer
2	Podium
6	Printer
4	Projector
8	Refrigerator
1	Router

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
1	Salad Bar
3	Sousaphone
1	Speedline Cart
2	Table Round
1	Table, Computer
6	Table, Science
1	Table, Small Metal
3	Table, Wood
6	Tenor Sax
21	Trombone
21	Trumpet
1	Tuba
3	Viola
8	Violin
3	Warming Cabinet

EXHIBIT JJ

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
Math					
Mathematical Studies	74	Outdated	Fair	Obsolete	No To Be Sold
Mathematics-A Practical Odyssey	80	Outdated	Fair	Obsolete	No To Be Sold
Practice of Statistics	101	Outdated	Fair	Obsolete	No To Be Sold
Precalculus with Limits	70	Outdated	Fair	Obsolete	No To Be Sold
Workshop Statistics	29	Outdated	Fair	Obsolete	No To Be Sold
Physics					
Physics	331	Outdated	Fair	Obsolete	No To Be Sold
Physics of the Universe	3	Outdated	Fair	Obsolete	No To Be Sold
Reference Books					
Autism Focus Curriculum	98	Outdated	Fair	Obsolete	No To Be Sold
Misc. Library					
Novels	363	Outdated	Fair	Obsolete	No To Be Sold
Accounting					
Century 21 Accounting 9E	77	Outdated	Fair	Obsolete	No To Be Sold
Science					
AP Biology	58	Outdated	Fair	Obsolete	No To Be Sold
AP Chemistry	416	Outdated	Fair	Obsolete	No To Be Sold
Biology	2,236	Outdated	Fair	Obsolete	No To Be Sold
Chemistry	1,757	Outdated	Fair	Obsolete	No To Be Sold
Chemistry in Earth Systems	8	Outdated	Fair	Obsolete	No To Be Sold
Conceptual Integrated Science	139	Outdated	Fair	Obsolete	No To Be Sold
Earth Science	150	Outdated	Fair	Obsolete	No To Be Sold
Human Anatomy	43	Outdated	Fair	Obsolete	No To Be Sold
Living Earth	7	Outdated	Fair	Obsolete	No To Be Sold
Matter and Change	30	Outdated	Fair	Obsolete	No To Be Sold
Physics	1,118	Outdated	Fair	Obsolete	No To Be Sold

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

EXHIBIT KK

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64S0125	**123 OFFICE SOLUTION INC.**	**26,021.63**	26,021.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0630	**2NDGEAR LLC**	**70,203.45**	70,203.45	0108108277 4310	INFO SYSTEM/CHROMEBOOK/DP / INSTRUCTIONAL
T64C0110	**A 1 FENCE COMPANY**	**3,950.00**	3,950.00	0138232081 5610	BALL/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
T64R2053	**AARDVARK CLAY AND SUPPLIES INC**	**6,472.68**	6,472.68	0138439010 6490	BA/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R2026	**ABYS CREATIONS**	**5,603.00**	5,603.00	0172172021 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
T64X0517	**AGILE OCCUPATIONAL MEDICINE PC**	**5,000.00**	5,000.00	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL PROF
T64C0115	**AIR-EX AIR CONDITIONING INC**	**963.00**	963.00	0148235081 5610	HANDEL/HVAC/MO / REPAIRS/MAINT - O/S SERVICE
T64R1998	**AIR-EX AIR CONDITIONING INC**	**1,115.00**	1,115.00	0127235081 5610	KE/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
T64R1963	**ALAMEDA COUNTY OFFICE OF EDUCA**	**5,150.00**	5,150.00	0117452550 5210	IS/CA COMM SCHOOLS (CCSPP) / TRAVEL AND
T64R2037	**ALAMEDA COUNTY OFFICE OF EDUCA**	**50.00**	50.00	0125452510 5210	KA/CA COMM SCHOOLS/INSTR / TRAVEL AND
T64R2101	**ALAMEDA COUNTY OFFICE OF EDUCA**	**700.00**	700.00	0137452510 5210	SY/CA COMM SCHOOLS/INSTR / TRAVEL AND
T64R2083	**ALL AROUND UNDERGROUND CONTRAC**	**28,987.00**	28,987.00	0144244085 6274	LEX/DEFERRED MAINT/ACQ / CONSTRUCTION -
T64R1951	**ALL IN ONE POSTER CO. INC.**	**1,660.66**	1,660.66	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
T64R1990	**ALLIED SUPPLY CORP**	**4,519.56**	4,519.56	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64R1972	**ALONTI CAFE AND CATERING**	**934.96**	934.96	0115115010 4390	EDUCATION/INSTR / MEETING EXPENSE - FOOD
T64A0331	**ALTA LANGUAGE SERVICES INC.**	**5,000.00**	5,000.00	0163750721 5810	EL/S & C (GOAL 1.7h)/SERV / NON-INSTRUCTIONAL
T64R1953	**AMAZON CAPITAL SERVICE**	**260.23**	260.23	0137393010 4310	SYCAMORE/VEA-2B/INSTR / INSTRUCTIONAL MATL
T64R1954	**AMAZON CAPITAL SERVICE**	**427.82**	427.82	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64R1961	**AMAZON CAPITAL SERVICE**	**310.84**	310.84	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64R1969	**AMAZON CAPITAL SERVICE**	**346.66**	346.66	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
T64R1970	**AMAZON CAPITAL SERVICE**	**206.59**	206.59	0135252011 4310	DA/MILD MODERATE/SE SEP CL/NSE /
T64R2013	**AMAZON CAPITAL SERVICE**	**107.74**	107.74	0128024010 4310	CY/MATH/INSTR / INSTRUCTIONAL MATL & SUPPLI
T64R2019	**AMAZON CAPITAL SERVICE**	**821.15**	821.15	0137393010 4310	SYCAMORE/VEA-2B/INSTR / INSTRUCTIONAL MATL

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R2025	**AMAZON CAPITAL SERVICE**	**263.57**	263.57	0135252011 4310	DA/MILD MODERATE/SE SEP CL/NSE /
T64R2030	**AMAZON CAPITAL SERVICE**	**197.37**	197.37	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R2054	**AMAZON CAPITAL SERVICE**	**109.74**	109.74	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
T64R2074	**AMAZON CAPITAL SERVICE**	**439.12**	439.12	0119473010 4310	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL
T64T0602	**AMAZON CAPITAL SERVICE**	**49.46**	49.46	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0606	**AMAZON CAPITAL SERVICE**	**181.02**	181.02	0114114072 4347	WAREHOUSE/GENL ADM / OPERATIONS SUPPLIES -
T64T0608	**AMAZON CAPITAL SERVICE**	**280.04**	280.04	0163379010 4310	TITLE IIIA / LIMITED ENG PROF / INSTRUCTIONAL
T64T0609	**AMAZON CAPITAL SERVICE**	**140.02**	140.02	0163379010 4310	TITLE IIIA / LIMITED ENG PROF / INSTRUCTIONAL
T64T0611	**AMAZON CAPITAL SERVICE**	**420.23**	420.23	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64T0624	**AMAZON CAPITAL SERVICE**	**504.23**	504.23	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0633	**AMAZON CAPITAL SERVICE**	**1,580.69**	1,580.69	0147591510 4410	HOPE/GIFTS & GRANTS / EQUIPMENT - NON-
T64R2068	**AMERICAN LIBRARY ASSOC**	**3,530.00**	3,530.00	0153385210 5210	TITLE IV/SERVITE/INSTR / TRAVEL AND
T64R2029	**AMERICAN MARKETING PROMOTIONS**	**424.50**	424.50	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
T64C0109	**ANAHEIM COMMUNITY SERVICES**	**4,026.00**	4,026.00	0153752140 5620	COLOR & LIGHT/ANCIL / RENTALS/OPERATING
T64R2027	**ANAHEIM UNITED METHODIST CHURC**	**1,770.00**	1,770.00	0125000010 5620	KA/INSTR / RENTALS/OPERATING LEASES
T64R1982	**ANTHEM SPORTS LLC**	**276.94**	276.94	0124230081 4355	LOARA/GENERAL/MO / MAINTENANCE SUPPLIES
T64A0316	**AP CONSTRUCTION GROUP INC**	**5,683,861.00**	5,683,861.00	0156392885 6269	ESSER III (ARP ACT) / CONSTRUCTION-HVAC
T64T0598	**APPLE INC**	**1,357.64**	1,076.42	0185439010 4410	ARTS ED/PROP 28/INSTR / EQUIPMENT - NON-
			281.22	0185439021 4320	ARTS ED/PROP 28/INSTR SUP / OTHER OFFICE/MISC
T64T0603	**APPLE INC**	**7,995.70**	7,995.70	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64T0604	**APPLE INC**	**810.35**	810.35	0138159510 4310	BALL/ACCTS REC / INSTRUCTIONAL MATL &
T64T0605	**APPLE INC**	**7,500.00**	7,500.00	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64T0632	**APPLE INC**	**4,659.44**	4,659.44	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64T0637	**APPLE INC**	**139.00**	139.00	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
T64R2031	**APSI**	**885.00**	885.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
T64R1965	**ARBOR SCIENTIFIC**	**1,183.00**	1,183.00	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R2043	**AVID CENTER**	**1,149.00**	1,149.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64X0511	**AWARDS BY PAUL**	**13,000.00**	13,000.00	0163750721 4320	EL/S & C (GOAL 1.7h)/SERV / OTHER OFFICE/MISC
T64T0601	**B AND H PHOTO VIDEO INC**	**669.11**	669.11	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0615	**B AND H PHOTO VIDEO INC**	**646.44**	646.44	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0627	**B AND H PHOTO VIDEO INC**	**151.09**	151.09	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64T0629	**B AND H PHOTO VIDEO INC**	**323.24**	323.24	0172750110 4320	SSS/DISTRICT PD/INSTR / OTHER OFFICE/MISC
T64X0513	**BALL JR HIGH SCHOOL**	**2,200.00**	2,200.00	0138751640 5810	BA/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
T64C0088	**BARKSHIRE LASER LEVELLING INC**	**2,100.00**	2,100.00	0123028081 5610	SAVANNA/ATHLETICS/MAINT / REPAIRS/MAINT - O/
T64R2081	**BARKSHIRE LASER LEVELLING INC**	**8,000.00**	8,000.00	0148222081 5610	HANDEL/OPERATIONS-GROUND/MO /
T64R2055	**BARNES AND NOBLE**	**158.51**	17.23	0168159510 4210	GILBERT SOUTH/ACCTS RECEIVABLE / BOOKS AND
			141.28	0168591510 4210	GILBERT/LOCAL GRANTS/GIFTS / BOOKS AND
T64R2094	**BARNES AND NOBLE**	**1,481.32**	1,481.32	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE MATERI/
T64R1979	**BCT ENTERTAINMENT**	**110.02**	110.02	0128000910 5610	CY/LCFF-CONCENTRATION/INSTR / REPAIRS/MAINT
T64A0314	**BEACON DAY SCHOOL**	**69,282.53**	69,282.53	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64R2016	**BERTRAND'S MUSIC**	**15,797.77**	9,507.39	0125439010 4310	KA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			6,290.38	0125439010 4410	KA/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64T0623	**BEST BUY FOR BUSINESS**	**1,088.89**	1,088.89	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1966	**BLICK ART MATERIALS LLC**	**5,855.50**	3,594.90	0137439010 4310	SY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			2,260.60	0137439010 4410	SY/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64C0105	**BREA ORANGE COUNTY PLUMBING HE**	**6,931.00**	6,931.00	0120239081 5610	ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1984	**BREA ORANGE COUNTY PLUMBING HE**	**675.00**	675.00	0120239081 5610	ANAHEIM/PLUMB/MO / REPAIRS/MAINT - O/S
T64R2010	**BRYTON PRINTING INC**	**1,399.21**	1,399.21	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
T64R2088	**BSN SPORTS**	**12,205.82**	8,402.35	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			3,803.47	0125385010 4410	KA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZ
T64R2064	**BUDDY'S ALL STARS INC**	**19.40**	19.40	0115750110 4310	ED/S & C (INNOVATION GNT/INSTR / INSTRUCTIONA
T64R1955	**BULK BOOKSTORE**	**3,379.04**	3,379.04	0128000910 4210	CY/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R1968	**CADA CENTRAL**	**10,790.00**	1,300.00	0131452510 5210	BR/CA COMM SCHOOLS/INSTR / TRAVEL AND
			9,490.00	0131452510 5880	BR/CA COMM SCHOOLS/INSTR / OTHER OPERATING
T64R1986	**CAL BUILDING SYSTEMS INC**	**780.00**	780.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
T64R1997	**CAL BUILDING SYSTEMS INC**	**1,560.00**	780.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
			780.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S SERVIC
T64R2107	**CAL BUILDING SYSTEMS INC**	**1,170.00**	780.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			390.00	0131230081 5610	BR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R2067	**CART MAN INC, THE**	**1,079.41**	870.41	0125028081 4370	KATELLA/ATHLETCS/FIELD SUPP / REPAIRS -
			209.00	0125028081 5610	KATELLA/ATHLETCS/FIELD SUPP / REPAIRS/MAINT
T64R2109	**CART MAN INC, THE**	**308.81**	308.81	0125028081 5610	KATELLA/ATHLETCS/FIELD SUPP / REPAIRS/MAINT
T64R2011	**CASE AND SONS CONSTRUCTION INC**	**800.00**	800.00	4056720085 6274	FACILITIES/GENERAL/FAC / CONSTRUCTION - OTHE
T64R2092	**CASE AND SONS CONSTRUCTION INC**	**59,700.00**	59,700.00	0110230085 6490	MAINTENANCE/ACQ CONST / EQUIPMENT - OTHER
T64R1971	**CATALINA PASSENGER SERVICE INC**	**3,270.10**	3,270.10	0140452510 5210	SO/CA COMM SCHOOLS/INSTR / TRAVEL AND
T64T0614	**CDW GOVERNMENT INC.**	**1,425.16**	1,425.16	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
T64T0636	**CDW GOVERNMENT INC.**	**301.40**	301.40	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R2003	**CENGAGE LEARNING**	**2,514.38**	2,514.38	0117751110 4210	IS/DUAL ENROLLMENT/INSTR / BOOKS AND
T64A0330	**CHANCE THEATER, THE**	**8,000.00**	8,000.00	0120439010 5880	AN/PROP 28: ARTS AND MUSIC/INS / OTHER
T64A0312	**CINNAMON HILLS YOUTH CRISIS CT**	**74,842.74**	59,112.06	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64A0312	***** CONTINUED *****				
			15,730.68	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0319	**CLASS CHAT INC**	**19,308.00**	19,308.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64R2017	**COLLEGE BOARD**	**1,430.00**	1,430.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
T64R2046	**COMPLETE ACCESS SOLUTIONS**	**10,988.60**	10,988.60	0138236081 6490	BALL/LOCKS/MO / EQUIPMENT - OTHER
T64R2093	**CONCORD THEATRICAL CORP.**	**651.72**	651.72	0153750310 5880	SP/EDUCATIONAL MATERIALS/INSTR / OTHER
T64R2090	**COSCO FIRE PROTECTION INC**	**4,500.00**	4,500.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64A0306	**COUNSEL FOR KIDS**	**7,950.00**	7,950.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
T64R1964	**CROWD FAVORITE PROMOTIONAL**	**3,502.50**	3,502.50	0152751110 4310	RESEARCH&EVAL/AIME/GOAL 1.11c /
T64R2049	**CUE AUDIO INC**	**500.00**	500.00	0144439010 5880	LE/PROP 28: ARTS AND MUSIC/INS / OTHER
T64R2061	**CULVER NEWLIN**	**1,537.12**	1,537.12	0110236081 4410	MAINTENANCE/LOCKS/MO / EQUIPMENT - NON-
T64R1994	**DARTCO TRANSMISSION SALES SVC**	**2,270.60**	2,270.60	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64C0116	**DAVID'S TREE SERVICE INC**	**3,000.00**	3,000.00	0147222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
T64R1976	**DEMCO INC**	**366.02**	366.02	0135000024 4315	DALE /L M T / LIBRARY/MEDIA/TECH SUPPLIES
T64A0322	**DEPARTMENT OF GENERAL SERVICES**	**100,000.00**	100,000.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
T64R2045	**DIGITAL ELECTRIC INC.**	**14,800.00**	14,800.00	0144230085 6274	LE/GENERAL/ACQ CONST / CONSTRUCTION - OTHEI
T64R2105	**EAST WHITTIER GLASS AND MIRROR**	**16,858.00**	16,858.00	0120230081 6490	ANAHEIM/GENERAL/MO / EQUIPMENT - OTHER
T64T0634	**EDMENTUM INC.**	**50,000.00**	50,000.00	0152404210 5805	A-G ACCESS SUCCESS GRANT / INSTRUCTIONAL
T64R2018	**EMMANUEL PARTY RENTALS LLC**	**117.50**	117.50	0125000010 5620	KA/INSTR / RENTALS/OPERATING LEASES
T64R2051	**EMMANUEL PARTY RENTALS LLC**	**410.00**	410.00	0125000010 5620	KA/INSTR / RENTALS/OPERATING LEASES
T64R2071	**EMMANUEL PARTY RENTALS LLC**	**275.00**	275.00	0125000010 5620	KA/INSTR / RENTALS/OPERATING LEASES
T64R2015	**ENABLING DEVICES**	**104.15**	104.15	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64A0320	**ERICKSON HALL CONSTRUCTION CO**	**17,620,277.00**	17,620,277.00	4021720085 6270	WESTERN GENERAL/FAC / MAIN BUILDING

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64T0612	**EVERYDAY SPEECH LLC**	**9,093.65**	9,093.65	0119271519 5880	SPEECH & LANG/SE OTHER/NSEV / OTHER
T64R1989	**FERREE'S TOOLS INC.**	**6,831.08**	6,831.08	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64R1959	**FLINN SCIENTIFIC INC**	**3,248.66**	3,248.66	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R2020	**FLINN SCIENTIFIC INC**	**1,355.70**	802.94	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			552.76	0124000910 4410	LO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R2056	**FRANKLIN INTERIORS**	**34,669.00**	34,669.00	0131230085 6216	BR/GENERAL/MO / BUILDING IMPROVEMENTS
T64T0635	**FREESTYLE PHOTOGRAPHIC SUPPLIE**	**5,723.20**	5,723.20	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R2009	**GANAHL LUMBER CO**	**535.06**	535.06	0152546821 4310	SWP K12 PATHWAY(ROUND 4) / INSTRUCTIONAL
T64R2063	**GANAHL LUMBER CO**	**6,072.62**	6,072.62	0150230081 6490	ADMIN/GENERAL/MO / EQUIPMENT - OTHER
T64R2096	**GANAHL LUMBER CO**	**4,414.31**	690.20	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
			3,724.11	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-
T64R2034	**GARNER HOLT EDUCATION**	**7,796.59**	7,796.59	0163379010 5880	TITLE IIIA / LIMITED ENG PROF / OTHER OPERATIN
T64R1980	**GLASBY MAINTENANCE SUPPLY CO.**	**1,643.93**	1,643.93	0175000081 4410	CVA/INDEPENDENT STUDY/M & O / EQUIPMENT -
T64R2060	**GLASBY MAINTENANCE SUPPLY CO.**	**1,060.26**	1,060.26	0132000081 4347	OR/MO / OPERATIONS SUPPLIES - MISC
T64R2042	**GOLDEN STATE PAVING CO INC**	**17,375.00**	17,375.00	0140238081 5610	SOUTH/PAVING/MO / REPAIRS/MAINT - O/S SERVICE
T64R2050	**GOPHER SPORTS EQUIPMENT**	**367.64**	367.64	0138750640 4310	BALL/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MA
T64T0599	**GUITAR CENTER STORES INC**	**594.24**	594.24	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
T64R2057	**HCI SYSTEMS INC**	**2,000.00**	2,000.00	4535724085 6276	ORANGE/NEIGHBORHOOD DEVE/FAC A / INTERIM
T64A0328	**HEALTH SCIENCE ASSOCIATES**	**17,400.00**	8,700.00	0121240081 5610	WESTERN/POOL/MO / REPAIRS/MAINT - O/S SERVIC
			8,700.00	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1973	**HEALTH SCIENCE ASSOCIATES**	**4,292.50**	4,292.50	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64R2108	**HILL, MICHAEL**	**646.50**	646.50	0125028040 5610	KA/ATHLET/ANCILLARY / REPAIRS/MAINT - O/S
T64R2033	**ICS SERVICE CO.**	**1,610.29**	430.29	0122231081 4355	MA/ELECTRIC/MO / MAINTENANCE SUPPLIES
			1,180.00	0122231081 5610	MA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64X0512	**IMAGE APPAREL FOR BUSINESS**	**6,900.00**	6,900.00	0152909540 4310	ED/SUMMER INTERNSHIP-AIM/ANCIL /
T64C0103	**INDUSTRIAL TECHNICAL SERVICES**	**1,770.00**	150.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
			150.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
			150.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			150.00	0123230081 5610	SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			150.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
			870.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			150.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R2035	**INSTITUTE FOR EDUCATIONAL LEAD**	**5,325.00**	5,325.00	0117452550 5210	IS/CA COMM SCHOOLS (CCSPP) / TRAVEL AND
T64C0107	**J AND A FENCE**	**5,850.00**	5,850.00	0148232081 5610	HANDEL/FENCE/MO / REPAIRS/MAINT - O/S SERVICI
T64C0119	**JM AND J CONTRACTORS**	**3,890.00**	3,890.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
T64R2080	**JM AND J CONTRACTORS**	**16,000.00**	8,500.00	0110230085 6122	MAINTENANCE/ACQ CONST / SITE IMPV
			7,500.00	0110230085 6126	MAINTENANCE/ACQ CONST / SITE IMPR
T64R2001	**JMG SPECIALTIES INC**	**800.89**	800.89	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC
T64R2084	**JOHNSON CONTROLS**	**12,811.73**	12,811.73	4021720085 6274	WESTERN GENERAL/FAC / CONSTRUCTION - OTHER
T64R2103	**JOHNSON CONTROLS**	**1,416.48**	1,416.48	0121231081 5610	WESTERN/ELECTRIC/MO / REPAIRS/MAINT - O/S
T64R2085	**JOSTENS**	**6,440.00**	5,310.00	0132025040 4320	OR/ANCIL / OTHER OFFICE/MISC SUPPLIES
			1,130.00	0132140027 4320	OR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R2078	**KELLY SPICERS INC**	**22,803.09**	22,803.09	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
T64A0323	**KEYGENT LLC**	**4,000.00**	4,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
T64R1960	**KING OFFICE SERVICES**	**1,070.00**	1,070.00	2522710185 6274	MA/DEV FEES/ACQ / CONSTRUCTION - OTHER COST
T64R2106	**KYA SERVICES**	**1,256.58**	1,256.58	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64R1975	**MACKIN LIBRARY MEDIA**	**1,500.00**	1,500.00	0135000024 4210	DALE /L M T / BOOKS AND REFERENCE MATERIAL
T64C0111	**MAG TROL INC**	**2,036.48**	2,036.48	0131231081 6490	BR/ELECTRIC/MO / EQUIPMENT - OTHER

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64X0514	**MARTINEZ NURSERY**	**3,000.00**	3,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64R1978	**MD INSTALLATIONS INT'L INC.**	**1,955.34**	1,955.34	0152152021 5610	PUPIL TEST/SUPV INST / REPAIRS/MAINT - O/S
T64R2052	**MD INSTALLATIONS INT'L INC.**	**2,572.00**	2,572.00	0107107072 5610	ACCTG /GENL ADM / REPAIRS/MAINT - O/S SERVICE
T64R1981	**MESA ENERGY SYSTEMS INC**	**1,792.50**	1,792.50	0142235081 5610	OXFORD/HVAC/MO / REPAIRS/MAINT - O/S SERVICE
T64R1993	**MESA ENERGY SYSTEMS INC**	**3,447.00**	3,447.00	0142239081 5610	OXFORD/PLUMB/MO / REPAIRS/MAINT - O/S
T64R1991	**MICHAELS STORES INC & SUBS**	**172.40**	108.01	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			64.39	0168000927 4320	GI/LCFF-CONCENTRATION/SCH ADM / OTHER
T64A0318	**MIKE'S CUSTOM FLOORING INC**	**7,494.78**	7,494.78	2522710185 6274	MA/DEV FEES/ACQ / CONSTRUCTION - OTHER COST
T64R1996	**MIKE'S CUSTOM FLOORING INC**	**5,064.01**	5,064.01	0134233081 5610	WA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
T64R2004	**MONARCH ENVIRONMENTAL**	**1,250.00**	1,250.00	4028733085 6271	CYP/GENL FAC/FAC ACQ / CONSTRUCTION-
T64A0324	**MORRIS, DR. ROBIN**	**6,000.00**	6,000.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
T64R2038	**MOUNTAIN MATH LANGUAGE**	**312.38**	312.38	0138252011 4310	BALL/MILD MODERATE/SE SEP CL/N /
T64R1952	**MRS. NELSON'S BOOK COMPANY LLC**	**331.87**	331.87	0127004010 4210	KE/ENGLISH/INSTR / BOOKS AND REFERENCE
T64R1958	**MUSIC AND ARTS CENTER**	**2,909.18**	2,909.18	0134439010 4310	WA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64X0516	**NATIONAL STUDENT CLEARINGHOUSE**	**6,000.00**	6,000.00	0152750521 5810	RESEARCH & EVALUATION/SUPV / NON-
T64T0620	**NIMBLE INDUSTRIES INC**	**2,184.00**	2,184.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64R1974	**NIMCO**	**1,202.49**	1,202.49	0128489510 4310	CY/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
T64R2012	**NIMCO**	**94.64**	62.31	0161489510 4310	PO/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
			32.33	0168489510 4310	GI/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
T64A0327	**OC HUMAN RELATIONS COUNCIL**	**4,000.00**	4,000.00	0172753210 5810	SAFE SCHL/S&C (GOAL3.2c) / NON-INSTRUCTIONAL
T64R2014	**OCDE**	**2,528.42**	2,528.42	0119283039 5810	SYS/OTHER PUPIL / NON-INSTRUCTIONAL PROF
T64R2032	**OCDE**	**700.00**	700.00	0163379010 5210	TITLE IIIA / LIMITED ENG PROF / TRAVEL AND
T64A0325	**OCEAN VIEW SCHOOL NPS**	**27,671.86**	27,671.86	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1977	**OES OFFICE FURNITURE**	**1,374.89**	1,374.89	0137027010 4310	SY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64R2024	**OFFICE DEPOT**	**76.55**	76.55	0172750110 4320	SSS/DISTRICT PD/INSTR / OTHER OFFICE/MISC
T64R2087	**PACIFIC COAST ENTERTAINMENT**	**14,627.12**	224.12	0127970081 4355	KE/COMM SVC/MO / MAINTENANCE SUPPLIES
			14,403.00	0127970081 4410	KE/COMM SVC/MO / EQUIPMENT - NON-CAPITALIZE
T64R2111	**PENN, RICHARD**	**672.54**	672.54	0122177072 5230	RISK MANAGEMENT/OTHER GEN ADMN /
T64R1985	**PENNER PARTITIONS INC**	**2,900.00**	2,900.00	0125000081 5610	KA/MO / REPAIRS/MAINT - O/S SERVICES
T64R1999	**PENNER PARTITIONS INC**	**5,498.00**	5,498.00	0140230081 5610	SOUTH/GENERAL/MO / REPAIRS/MAINT - O/S
T64R2066	**PENNER PARTITIONS INC**	**3,650.00**	3,650.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1988	**PERMA BOUND**	**3,477.74**	2,645.48	0128000910 4210	CY/LCFF-CONCENTRATION/INSTR / BOOKS AND
			832.26	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1962	**POCKETLAB, THE**	**1,919.85**	1,919.85	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R2077	**POOL HEATER GUYS CORPORATION,**	**15,000.00**	3,000.00	0120240081 5610	ANAHEIM/POOL/MO / REPAIRS/MAINT - O/S SERVICI
			3,000.00	0121240081 5610	WESTERN/POOL/MO / REPAIRS/MAINT - O/S SERVICI
			3,000.00	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			1,500.00	0124240081 5610	LOARA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			3,000.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			1,500.00	0128240081 5610	CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64C0095	**PRINGLES DRAPERIES AND BLINDS**	**242.44**	242.44	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
T64R2041	**RABBIT LASER USA LLC**	**9,921.62**	9,921.62	0152546821 4410	SWP K12 PATHWAY(ROUND 4) / EQUIPMENT - NON-
T64T0613	**READ NATURALLY**	**690.00**	690.00	0119271519 5880	SPEECH & LANG/SE OTHER/NSEV / OTHER
T64C0113	**RIV OR COUNTIES PUMP COMPANY I**	**320.00**	320.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64R2100	**RIVERSIDE ART MUSEUM**	**325.00**	325.00	0137452510 5880	SY/CA COMM SCHOOLS/INSTR / OTHER OPERATING
T64C0108	**RWC INTERNATIONAL LTD**	**1,252.43**	1,252.43	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT / EQUIPMENT
T64R2075	**S AND S WORLDWIDE DISCOUNT SPO**	**1,118.63**	1,118.63	0119473010 4310	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R2006	**SANDOR'S GOURMET CATERING INC.**	**1,956.75**	1,956.75	0115750110 4390	ED/S & C (INNOVATION GNT/INSTR / MEETING
T64R2007	**SANDOR'S GOURMET CATERING INC.**	**456.59**	456.59	0117750110 4390	IS/DISTRICT PD/INSTR / MEETING EXPENSE - FOOD
T64R2008	**SANDOR'S GOURMET CATERING INC.**	**750.21**	750.21	0117750110 4390	IS/DISTRICT PD/INSTR / MEETING EXPENSE - FOOD
T64R2099	**SANDOR'S GOURMET CATERING INC.**	**750.21**	750.21	0117750110 5880	IS/DISTRICT PD/INSTR / OTHER OPERATING
T64R2022	**SCHOOL SPECIALTY INC**	**1,942.40**	832.89	0137439010 4310	SY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			1,109.51	0137439010 4410	SY/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R2039	**SCHOOL SPECIALTY INC**	**1,738.52**	1,738.52	0153385510 4310	TITLE IV-ST IRENAEUS/INSTR / INSTRUCTIONAL
T64S0126	**SCHOOL SPECIALTY INC**	**164.98**	164.98	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R1992	**SCHORR METALS INC**	**7,117.69**	6,372.69	0120230081 4410	ANAHEIM/GENERAL/MO / EQUIPMENT - NON-
			745.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
T64C0118	**SCP DISTRIBUTORS LLC**	**900.00**	900.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64T0625	**SCREENCASTIFY LLC**	**26,400.00**	26,400.00	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
T64C0114	**SEHI COMPUTER PRODUCTS INC**	**6,998.36**	6,998.36	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
T64T0600	**SEHI COMPUTER PRODUCTS INC**	**238.57**	188.57	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			50.00	0138000910 5610	BA/LCFF-CONCENTRATION/INSTR / REPAIRS/MAINT
T64T0617	**SEHI COMPUTER PRODUCTS INC**	**5,147.35**	5,147.35	0119283011 4410	SYS/INSTR / EQUIPMENT - NON-CAPITALIZED
T64T0618	**SEHI COMPUTER PRODUCTS INC**	**2,100.00**	2,100.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64T0619	**SEHI COMPUTER PRODUCTS INC**	**1,450.00**	1,450.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
T64T0621	**SEHI COMPUTER PRODUCTS INC**	**2,430.84**	2,430.84	0137381110 4410	SY/TITLE I - PARENTING / EQUIPMENT - NON-
T64T0622	**SEHI COMPUTER PRODUCTS INC**	**735.46**	735.46	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
T64T0626	**SEHI COMPUTER PRODUCTS INC**	**797.96**	797.96	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-
T64T0631	**SEHI COMPUTER PRODUCTS INC**	**4,408.63**	4,408.63	4021720085 6274	WESTERN GENERAL/FAC / CONSTRUCTION - OTHER
T64T0638	**SEHI COMPUTER PRODUCTS INC**	**1,066.34**	1,066.34	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64S0129	**SHAMROCK SUPPLY CO.**	**568.92**	568.92	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R2104	**SIGLER INC., RUSSELL**	**1,164.50**	426.30	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLI
			738.20	0110235081 4410	MAINTENANCE/HVAC/MO / EQUIPMENT - NON-
T64T0628	**SIGNCOEDS INC.**	**339.41**	339.41	0121000910 5880	WE/LCFF-CONCENTRATION/INSTR / OTHER
T64A0313	**SIMON SILVA**	**10,000.00**	10,000.00	0117452550 5810	IS/CA COMM SCHOOLS (CCSPP) / NON-
T64A0329	**SIMON SILVA**	**3,500.00**	3,500.00	0120452510 5880	ANA/CA COMM SCHOOLS/INSTR / OTHER OPERATIN
T64R2076	**SITEONE LANDSCAPE SUPPLY LLC**	**4,794.34**	4,794.34	0111222081 4410	OPERATIONS - GROUNDS / EQUIPMENT - NON-
T64A0308	**SOCALGRAD**	**75,000.00**	75,000.00	0152750627 4320	RESEARCH&EVAL/GRAD REGALIA/SCH / OTHER
T64R2098	**SOCALGRAD**	**16.16**	16.16	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC SUPPLIE
T64R2110	**SOS ENTERTAINMENT**	**2,900.00**	2,900.00	0153752140 5620	COLOR & LIGHT/ANCIL / RENTALS/OPERATING
T64R2062	**SOUTH COAST AIR QUALITY**	**161.81**	161.81	0128230081 5880	CY/GENERAL/MO / OTHER OPERATING EXPENSES
T64R2065	**SOUTH COAST AIR QUALITY**	**161.81**	161.81	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
T64R1950	**SOUTHWEST SCHOOL AND OFFICE SU**	**1,015.24**	1,015.24	0168381110 4310	TITLE I-PARENTING/INSTR / INSTRUCTIONAL MATL
T64R2002	**SOUTHWEST SCHOOL AND OFFICE SU**	**3,739.89**	3,739.89	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
T64S0127	**SOUTHWEST SCHOOL AND OFFICE SU**	**2,938.73**	2,938.73	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0130	**SOUTHWEST SCHOOL AND OFFICE SU**	**6,818.50**	6,818.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64A0309	**SPEECH AND LANGUAGE**	**54,300.17**	54,300.17	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64R2102	**SPORTS FACILITIES GROUP INC**	**20,542.23**	20,542.23	0138230081 6490	BALL/GENERAL/MO / EQUIPMENT - OTHER
T64R1957	**STAPLES ADVANTAGE**	**231.38**	231.38	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R2021	**STAPLES ADVANTAGE**	**622.81**	450.29	0161381010 4310	PO/TITLE I/INSTR / INSTRUCTIONAL MATL &
			172.52	0168000927 4320	GI/LCFF-CONCENTRATION/SCH ADM / OTHER
T64R2048	**STAPLES ADVANTAGE**	**1,199.54**	1,199.54	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
T64R2058	**SUNBELT RENTALS INC.**	**3,752.03**	3,752.03	0150235081 5620	ADMIN/HVAC/MO / RENTALS/OPERATING LEASES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64S0131	**SUPPLY SOLUTIONS**	**452.29**	452.29	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0607	**TELESTREAM LLC**	**405.07**	405.07	0124393010 5880	LOARA/VEA-2B/INSTR / OTHER OPERATING
T64A0315	**THE AFTER AGENCY LLC**	**500.00**	500.00	0115750210 5805	ED/S & C (INNOVATION GNT/INSTR / INSTRUCTIONA
T64A0310	**THE UPWARD BOUND SCHOOL INC.**	**25,886.00**	25,886.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0311	**THE UPWARD BOUND SCHOOL INC.**	**95,180.60**	95,180.60	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0326	**THE UPWARD BOUND SCHOOL INC.**	**28,492.00**	28,492.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0321	**THOMAS W PHILLIPS**	**1,000.00**	1,000.00	0153752140 5805	COLOR & LIGHT/ANCIL / INSTRUCTIONAL PROF
T64R2073	**TIME AND ALARM SYSTEM**	**1,370.08**	596.07	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
			774.01	0110231081 4410	MAINTENANCE/ELEC/MO / EQUIPMENT - NON-
T64T0616	**TOP 3D SHOP INC**	**3,445.84**	3,445.84	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
T64R1987	**TORK WINCH**	**2,646.85**	2,646.85	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-
T64R2079	**TRANE COMPANY, THE**	**1,675.66**	132.33	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIE
			1,543.33	0110235081 4410	MAINTENANCE/HVAC/MO / EQUIPMENT - NON-
T64C0106	**TRUCK PRO PTO SALES CORPORATIO**	**2,107.78**	2,107.78	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64R2023	**TUFF SHED INC.**	**5,096.25**	5,096.25	0123591581 6490	LOCAL GIFTS/GRANTS / EQUIPMENT - OTHER
T64R2000	**TURF STAR INC**	**1,022.52**	1,022.52	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
T64R2089	**TURF STAR INC**	**1,239.13**	1,239.13	0111222081 4410	OPERATIONS - GROUNDS / EQUIPMENT - NON-
T64R2070	**U S BANK**	**1,000.00**	1,000.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
T64R1983	**ULINE**	**1,483.13**	1,483.13	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64S0124	**ULINE**	**205.85**	205.85	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0128	**ULINE**	**825.78**	825.78	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R2005	**UTIL LOCATE**	**4,000.00**	4,000.00	2768731185 6209	GIL/BOND SER 2019-MEAS H / PLANNING-SURVEY
T64T0639	**VALHALLAN ESPORTS LEAGUE LLC**	**264.00**	264.00	0127000910 5310	KE/LCFF-CONCENTRATION/INSTR / DUES AND

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1967	**VIETNAMESE BOOK STORE**	**704.69**	704.69	0124000910 4210	LO/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R2040	**VISION COMMUNICATIONS CO.**	**4,827.21**	4,827.21	0172172021 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
T64R2097	**WALTERS WHOLESALE ELECTRIC CO**	**808.36**	225.02	0144231081 4355	LEX/ELECTRIC/MO / MAINTENANCE SUPPLIES
			583.34	0144231081 4410	LEX/ELECTRIC/MO / EQUIPMENT - NON-CAPITALIZE
T64R2059	**WATERLINE TECHNOLOGIES INC.**	**870.70**	315.70	0127240081 4355	KE/POOL/MO / MAINTENANCE SUPPLIES
			555.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64R2082	**WATERLINE TECHNOLOGIES INC.**	**2,288.51**	623.51	0127240081 4355	KE/POOL/MO / MAINTENANCE SUPPLIES
			1,665.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64R2091	**WATERLINE TECHNOLOGIES INC.**	**3,663.88**	3,138.88	0123240081 4410	SA/POOL/MO / EQUIPMENT - NON-CAPITALIZED
			525.00	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64R2044	**WAXIE SANITARY SUPPLY**	**842.39**	842.39	2522710185 4320	MA/DEV FEES/ACQ / OTHER OFFICE/MISC SUPPLIES
T64R1995	**WEATHERPROOFING TECHNOLOGIES I**	**7,440.00**	7,440.00	0128241081 5610	CY/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
T64R2069	**WEST SHIELD ADOLESCENT SERVICE**	**4,955.99**	4,955.99	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
T64R2072	**WEST SHIELD ADOLESCENT SERVICE**	**8,640.82**	8,640.82	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
T64A0317	**WOOLPERT INC**	**10,500.00**	10,500.00	2556710172 5810	FAC/DEVELOPER FEES/GEN ADMIN / NON-
T64A0307	**YARIJANIAN AND ASSOCIATES**	**6,000.00**	6,000.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
T64X0515	**YENNIS PARTY RENTALS INC.**	**2,500.00**	2,500.00	0104104072 5620	CERT HR/GENL ADM / RENTALS/OPERATING LEASE
T64T0610	**ZONAR SYSTEMS INC**	**433.24**	25.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
			408.24	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER

Fund 01 Total:	**7,256,395.71**
Fund 25 Total:	**19,907.17**
Fund 27 Total:	**4,000.00**
Fund 40 Total:	**17,639,547.36**
Fund 45 Total:	**2,000.00**

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/13/2024 **FROM 04/24/2024 TO 06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
Total Amount of Purchase Orders:		**24,921,850.24**			

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **06/13/2024**

EXHIBIT LL

FROM **04/24/2024** **TO** **06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64A0051	**OCDE**	**10,375.00**	+4,375.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
T64A0204	**SOCALGRAD**	**17,000.00**	+10,000.00	0124066027 4320	LO/GRADUATION/SCHL ADMIN / OTHER OFFICE/MISC
T64A0207	**SOCALGRAD**	**7,600.00**	+1,600.00	0125066027 4320	KATELLA/GRADUATION/SCH ADMIN / OTHER
T64A0260	**SOCALGRAD**	**4,500.00**	+500.00	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64A0261	**SOCALGRAD**	**1,400.00**	+100.00	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64A0262	**SOCALGRAD**	**3,000.00**	+500.00	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64C0064	**MESA ENERGY SYSTEMS INC**	**4,770.00**	+625.00	0142230081 5610	OXFORD/GENERAL/MO / REPAIRS/MAINT - O/S
T64C0084	**POOL HEATER GUYS CORPORATION,**	**2,355.00**	+855.00	0120240081 5610	ANAHEIM/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64C0104	**AJ PORTABLES INC**	**4,750.00**	+3,800.00	0104104072 5620	CERT HR/GENL ADM / RENTALS/OPERATING LEASES
T64R0598	**JONES LIGHTING LLC**	**2,940.00**	+600.00	0128970081 5610	CY/COMM SVC/MO / REPAIRS/MAINT - O/S SERVICES
T64R0710	**UNITED RENTALS**	**10,900.00**	+1,474.02	0120230081 5620	ANAHEIM/GENERAL/MO / RENTALS/OPERATING
T64R0930	**FREIGHT FARMS**	**163,800.00**	+17,400.00	0164750110 5805	PD/DISTRICT PD/INSTR / INSTRUCTIONAL PROF
T64R1054	**MUSIC AND ARTS CENTER**	**530.53**	+33.58	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1101	**DAZIAN LLC**	**8,823.16**	-50.87	0123970081 4410	SA/COMM SVC/MO / EQUIPMENT - NON-CAPITALIZED
			-914.75	0123970081 5610	SA/COMM SVC/MO / REPAIRS/MAINT - O/S SERVICES
T64R1233	**CALIF. DEPT. OF TAX AND FEE AD**	**3,961.34**	+218.34	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING EXPENSES
T64R1435	**BRIDGEPORT GOLF CARS**	**4,390.00**	+450.00	0110211581 5620	MAINTENANCE/GRADUATION/MO /
T64R1637	**SOCALGRAD**	**490.27**	+28.02	0128000927 4320	CY/LCFF-CONCENTRATION/SCH ADM / OTHER
T64R1656	**MUSIC AND ARTS CENTER**	**595.08**	+165.16	0147439010 4310	HO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1669	**LAGUNA CLAY CO.**	**2,506.41**	-152.96	0128439010 4310	CY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1925	**MUSIC AND ARTS CENTER**	**633.24**	+257.19	0147439010 4310	HO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1937	**PREVENTION PARTNERS**	**1,096.24**	-52.05	0160489510 4310	SCHL MNTL HL/TUPE GNT-COHORT J /
T64S0028	**GLASBY MAINTENANCE SUPPLY CO.**	**2,967.24**	+262.22	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **06/13/2024**

FROM **04/24/2024** **TO** **06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64S0036	**SOUTHWEST SCHOOL AND OFFICE SU**	**10,513.38**	-44.48	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0110	**MC KESSON MEDICAL SURGICAL INC**	**540.10**	-36.21	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0117	**SCHOOL SPECIALTY INC**	**1,247.82**	-378.20	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0118	**SOUTHWEST SCHOOL AND OFFICE SU**	**4,540.91**	+34.48	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0330	**SEHI COMPUTER PRODUCTS INC**	**108,032.21**	+736.59	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
T64T0481	**AMAZON CAPITAL SERVICE**	**355.30**	-0.01	0114114072 4347	WAREHOUSE/GENL ADM / OPERATIONS SUPPLIES -
T64T0519	**SEHI COMPUTER PRODUCTS INC**	**902.80**	-28.66	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT - NON
T64X0005	**A Z BUS SALES INC.**	**20,000.00**	+5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0038	**UNION AUTO SERVICE CENTER**	**70,000.00**	+15,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0051	**BEST-VIP CHAUFFEURED WORLDWIDE**	**80,500.00**	+12,500.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
T64X0054	**EVOQUA WATER TECHNOLOGIES LLC.**	**16,000.00**	+10,000.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAINT -
T64X0092	**LABELL EXCHANGE**	**12,500.00**	+5,000.00	0113113036 5918	TRANS/REG-ED/TRANSPORTATION / TELEPHONE
T64X0130	**HORIZON**	**2,186.44**	+340.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64X0133	**ICS SERVICE CO.**	**2,948.00**	+500.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O / REPAIRS/MAINT -
T64X0136	**B AND H PHOTO VIDEO INC**	**2,000.00**	+1,500.00	0100970081 4347	COMMUNITY SERVICE/MO / OPERATIONS SUPPLIES -
T64X0156	**VERTICAL TRANSPORT INC**	**43,810.00**	+3,810.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICES
T64X0172	**MC FADDEN DALE HARDWARE CO**	**30,000.00**	+5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0195	**APOLLO PRINTING AND GRAPHICS**	**7,500.00**	+2,500.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
T64X0200	**PRESENTATION FOLDER INC**	**9,000.00**	+4,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
T64X0205	**ULINE**	**3,500.00**	+500.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC SUPPLIE
T64X0208	**DALE JUNIOR HIGH ASB**	**2,100.00**	+765.00	0135751640 5810	DA/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
T64X0221	**U S BANK**	**20,292.00**	+900.00	0119473010 5210	SYS/WORKABILITY/INSTR / TRAVEL AND
			+1,892.00	0128013010 4310	CY/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **06/13/2024**

FROM **04/24/2024** **TO** **06/02/2024**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64X0224	**U S BANK**	**8,872.00**	+420.00	0125013010 4310	KA/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+2,000.00	0152750910 4310	RE/FILM ACADEMY/INSTR / INSTRUCTIONAL MATL &
T64X0237	**INDEPENDENT**	**11,100.00**	+1,100.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
T64X0261	**PITNEY BOWES**	**7,500.00**	+2,500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
T64X0272	**CROWN LIFT TRUCKS**	**15,000.00**	+5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
T64X0275	**PENNER PARTITIONS INC**	**8,000.00**	+1,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0276	**PEST OPTIONS INC**	**7,000.00**	+2,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
T64X0279	**WATERLINE TECHNOLOGIES INC.**	**156,500.00**	+21,500.00	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIES
T64X0284	**REPUBLIC SERVICES OF SO. CALIF**	**58,450.00**	+10,000.00	0111000081 5580	MO/MO / SANITATION
T64X0298	**ROSEBURROUGH TOOL CO. INC**	**5,000.00**	+2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0305	**VALLEY VISTA SERVICES INC**	**95,676.82**	+10,676.82	0111000081 5580	MO/MO / SANITATION
T64X0330	**TRANE COMPANY, THE**	**7,500.00**	+2,500.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIES
T64X0353	**MISSION LINEN SUPPLY**	**12,500.00**	+5,000.00	0179113036 4388	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0401	**J.W. PEPPER AND SON INC.**	**1,075.00**	+475.00	0128008010 4310	CY/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
T64X0421	**GARDENA VALLEY NEWS**	**7,000.00**	+1,000.00	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64X0461	**SOCALGRAD**	**6,260.00**	+1,460.00	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64X0478	**MC LOGAN SUPPLY COMPANY**	**2,400.00**	+100.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64X0480	**NORTH ORANGE COUNTY REGIONAL**	**2,613,016.00**	+327,016.00	0100512592 7223	ROP APPRENTICE/TRSF BETWN AGNC / ROP TRANSFE

Fund 01 Total: **507,311.23**

Total Amount of Change Orders: **507,311.23**

VENDOR CHECK REGISTER
April 24, 2024 through June 02, 2024

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
123 OFFICE SOLUTION INC.	V6411643	9320	26,021.63	00196737
2S2G CONTRACTING INC	V6413898	5610	736.90	00196413
360DTii LLC	V6414513	4310	11,427.00	00196299
		4320	1,439.32	00196299
		4410	1,344.14	00196345
A 1 FENCE COMPANY	V6408537	5610	67,471.00	00196798
			3,950.00	00196844
		5620	827.48	00196666
A AND J SHEET METAL INC	V6414203	4355	295.77	00196000
A LINE INC	V6409724	5620	1,000.00	00196845
A U H S D FOOD SERVICE DEPT	V6400023	4390	350.19	00195919
			20.43	00196001
			30.64	00196093
			40.86	00196507
			30.64	00196707
			1,714.01	00196827
			215.25	00196885
A Z BUS SALES INC.	V6400025	4385	3,055.94	00196508
			844.11	00196708
AAA ELECTRIC MOTOR SALES	V6400033	4355	188.89	00196002
			506.96	00196144
			782.05	00196430
			430.52	00196602
			166.31	00196634
			19.77	00196667
			208.59	00196846
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	116.95	00196168
			24.24	00196847
		4410	5,759.24	00196168
ABC SCHOOL EQUIPMENT INC	V6400047	4410	20,154.44	00196635
ACS BILLING SERVICE	V6400072	5580	4,764.11	00196544
ADAMS, CLARE	V6413562	5220	62.11	00196169
			121.54	00196414
ADI	V6400095	4355	578.13	00195920
			177.78	00195949
			402.05	00196431
			1,719.92	00196848
ADORAMA	V6411023	4410	5,299.59	00196003
			1,349.08	00196799
AEC TECHNOLOGIES	V6414976	5880	1,365.00	00196004
AFIFY, YASMIN	V6414928	5220	25.46	00196668
AGILE OCCUPATIONAL MEDICINE PC	V6415577	5810	765.00	00196669
			425.00	00196800
AGRI TURF DISTRIBUTING LLC	V6412836	4347	2,112.02	00195950
			1,053.55	00196432
			84.20	00196849
AGUINAGA GREEN INC	V6412753	4347	2,240.13	00195782
			1,813.44	00195921
			3,709.85	00196709
AGUIRRE, ROXANNE	V6414489	5220	44.96	00195783

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			57.29	00196850
AIREMASTERS AIR CONDITIONING	V6405365	6269	618,720.75	00196005
			1,736,216.90	00196094
AIRGAS USA LLC	V6413792	4375	152.10	00195784
AIRSUPPLY TOOLS INC.	V6412933	4375	1,014.06	00196006
			277.09	00196509
			1,215.32	00196710
AIRWOLF 3D	V6411803	4310	357.70	00196095
			543.53	00196851
AJ PORTABLES INC	V6412707	5620	3,800.00	00196245
			1,900.00	00196636
ALAMEDA COUNTY OFFICE OF EDUCATION	V6412437	5210	5,150.00	00196096
			50.00	00196637
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	72.75	00196510
ALEXANDER, NICOLE	V6415584	5210	710.88	00196007
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	2,058.91	00196246
			1,370.33	00196433
			1,639.39	00196886
ALLIED SUPPLY CORP	V6400173	4355	3,483.47	00196670
ALONTI CAFE AND CATERING	V6413206	4390	934.96	00196097
ALT REV CASH FUND	V6405194	4310	3,252.89	00196738
		4320	308.63	00196738
		4347	42.33	00196738
		4390	875.26	00196738
		5210	109.13	00196738
		5620	129.40	00196738
	V6405195	4210	108.70	00196739
		4310	498.10	00196739
		4320	71.24	00196739
		4347	120.66	00196739
		4390	171.93	00196739
		5880	63.00	00196739
	V6405197	4310	2,253.63	00195785
		4320	177.55	00195785
		4390	985.04	00195785
		5210	24.36	00195785
	V6405198	4210	46.06	00196545
		4310	4,841.47	00196545
		4320	1,268.00	00196545
		4347	226.46	00196545
		4355	149.40	00196545
		4390	847.72	00196545
AMAZON CAPITAL SERVICE	V6410684	4210	203.70	00195786
			28.39	00196852
		4310	2,845.44	00195786
			1,055.80	00195882
			3,621.83	00195922
			1,090.01	00196008
			46.32	00196098
			427.66	00196170
			2,892.41	00196300
			583.23	00196382
			821.11	00196434
			90.45	00196511

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
AMAZON CAPITAL (CONT.)			529.05	00196638
			107.74	00196671
			701.60	00196801
			328.69	00196852
		4320	282.67	00195786
			152.28	00195922
			3,835.50	00196008
			188.50	00196300
		4347	124.56	00195922
			665.03	00196008
			181.04	00196170
		4410	536.60	00195922
		9320	1,880.64	00195922
AMAZON WEB SERVICES INC.	V6412894	5880	67.29	00196171
AMERICAN FENCE COMPANY INC	V6407611	5620	106.00	00196009
AMERICAN LIBRARY ASSOC	V6400224	5210	3,530.00	00196853
AMERICAN MARKETING PROMOTIONS	V6411639	4310	1,175.34	00195787
AMERICAN TIME	V6410391	4355	645.26	00195951
ANAHEIM COMMUNITY SERVICES	V6412336	5620	4,026.00	00196512
ANAHEIM GLASS INC	V6413316	4310	367.62	00196513
		4410	3,040.19	00196513
		5610	1,710.00	00196513
ANAHEIM HIGH SCHOOL	V6400260	5810	12,925.00	00196546
		8699	855.50	00195952
ANAHEIM RESTAURANT SUPPLIES	V6411799	4410	3,710.91	00195788
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	22,338.14	00196301
ANAHEIM UNITED METHODIST CHURCH	V6400268	5620	1,770.00	00196711
ANCHETA, ALYSSA	V6414701	5220	129.44	00195953
ANDERSON'S SCHOOL SPIRIT	V6410305	4410	2,081.59	00196203
ANIXTER	V6400294	4355	3,176.29	00196415
ANTHEM SPORTS LLC	V6407770	4355	223.12	00196435
AP CONSTRUCTION GROUP INC	V6415026	6269	1,084,906.47	00195923
			573,330.76	00196639
APARICIO, VIRDIANA	V6415502	5210	23.32	00196672
APOLLO PRINTING AND GRAPHICS	V6410446	5810	1,767.11	00196172
			161.63	00196802
APPLE INC	V6400319	4310	7,500.00	00196416
			7,995.70	00196436
			810.35	00196803
		4320	966.52	00196173
			281.22	00196640
		4410	38,957.00	00196204
			1,076.42	00196640
APSI	V6408964	5210	885.00	00196828
AQUARIUM OF THE PACIFIC	V6402811	5880	360.00	00196740
ARBOR SCIENTIFIC	V6400327	4310	2,574.71	00196302
ARCTIC INDUSTRIES LLC	V6415303	4410	17,893.64	00196145
ARROW SERVICES INC	V6412839	5580	2,595.60	00195954
			756.40	00196099
			3,174.70	00196346
			3,763.70	00196854
ART SUPPLY WAREHOUSE	V6400350	4310	492.15	00195789
			2,586.02	00196347

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
AT AND T	V6400374	5918	34.41	00196348
			19.23	00196383
	V6406157	5918	16,795.94	00196603
AT AND T MOBILITY	V6409270	5880	907.83	00196547
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	30,729.58	00196514
ATKINSON, DOROTHY	V6413198	5210	948.64	00196887
AVID CENTER	V6400410	5210	999.00	00196437
			1,099.00	00196804
AVILA, MONSERRAD	V6414711	5220	45.50	00196417
AWARDS BY PAUL	V6400412	4320	280.15	00196515
			592.63	00196548
			123.91	00196604
			12,758.33	00196673
AZEVEDO, VICKY	V6412068	5210	125.00	00196303
		5220	277.12	00196303
AZZAM, DOLLEN	V6415585	5210	590.07	00196010
B AND H PHOTO VIDEO INC	V6400422	4310	4,025.15	00195790
			395.97	00195924
			546.92	00196056
			606.16	00196438
		4320	444.47	00196304
		4347	504.11	00196549
		4410	2,736.42	00195790
			4,122.87	00196438
			663.63	00196516
			1,087.55	00196805
		5880	332.17	00196349
B AND K ELECTRIC WHOLESALE	V6400623	4355	50.86	00196439
			109.60	00196517
B AND M LAWN AND GARDEN INC	V6400423	4347	112.95	00195955
			362.22	00196057
			745.26	00196247
			189.84	00196440
			4,912.45	00196550
BALL JR HIGH SCHOOL	V6400433	5810	1,355.00	00196146
		8699	215.48	00195956
BARKSHIRE LASER LEVELLING INC	V6407215	5610	2,100.00	00196418
BARNES AND NOBLE	V6400450	4210	808.93	00196011
BARNETT W BERRY	V6415518	5805	6,000.00	00195883
BARNEY'S BLENDS INC.	V6411700	4310	498.00	00196305
		4347	1,385.81	00195791
			497.69	00196305
BAVCO	V6407678	4355	175.85	00196605
BCT ENTERTAINMENT	V6406302	5610	110.02	00196147
BEACON DAY SCHOOL	V6409269	5860	141,101.20	00195884
			156,003.09	00196641
BEAN, AMANDA	V6409023	5210	1,338.51	00196058
BEE BUSTERS	V6400472	5610	250.00	00195792
			125.00	00196674
BEN'S ASPHALT INC.	V6406381	5610	10,111.55	00196248
BERNALES, IRMA	V6415581	5220	41.88	00195957
			121.26	00196384
BERNHARD, ANN MARIE	V6408806	4390	216.73	00196174
BERTRAND'S MUSIC	V6412730	4310	1,434.87	00196855

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
BERUMEN, MARISELA	V6415561	5220	16.08	00196806
BEST BUY FOR BUSINESS	V6408717	4310	179.37	00195958
			1,056.95	00196856
BEST-VIP CHAUFFEURED WORLDWIDE	V6414620	5620	9,231.25	00196249
			1,323.22	00196551
BIG BROTHERS BIG SISTERS OF ORANGE	V6412086	5805	2,500.00	00195793
BLICK ART MATERIALS LLC	V6401357	4310	549.80	00195885
			237.05	00195925
			588.42	00196012
			406.43	00196059
			358.13	00196205
			618.47	00196306
			53.88	00196385
			699.30	00196441
			1,463.78	00196518
			2,491.80	00196741
			4,419.73	00196807
			13.77	00196857
		4410	2,047.94	00195925
			774.72	00196306
			2,260.60	00196441
			526.90	00196807
BOLAINEZ, LUZ	V6415304	5210	40.00	00196148
BORDER TIRE	V6413240	4386	3,595.45	00196100
BPS SUPPLY GROUP	V6400476	4355	447.29	00196442
BRAINPOP LLC	V6407109	5880	302.50	00195886
BRAZER EDUCATION CONSULTING LLC	V6413761	5810	29,763.40	00195794
			5,760.00	00196350
BREA ORANGE COUNTY PLUMBING HEATING	V6412728	5610	675.00	00196149
			6,931.00	00196307
BREAKER DEPOT INC	V6414217	4355	48.49	00196519
BRIDGEPORT GOLF CARS	V6413224	5610	1,608.76	00196101
		5620	3,990.00	00196858
BRISENO, JAZMIN	V6415571	5220	6.03	00195795
BRYTON PRINTING INC	V6414177	5810	1,399.21	00196443
BSN SPORTS	V6400615	4310	988.00	00195796
			4,039.75	00195926
			3,238.89	00196206
			2,478.60	00196675
		4347	530.10	00196206
		4410	574.30	00196206
BSN SPORTS LLC	V6412536	4310	1,440.39	00195797
		6490	6,696.50	00196207
BUDDY'S ALL STARS INC	V6406311	4310	19.40	00196712
BULK BOOKSTORE	V6414414	4210	3,379.04	00196713
BUSWEST	V6407892	4376	291.35	00196714
		4385	1,541.08	00195798
C TECH CONSTRUCTION INC.	V6410905	5610	983.66	00196715
CABE	V6400656	5210	18,778.00	00196742
CABRERA, CANDACE	V6414734	5210	690.29	00196642
		5220	142.12	00196743
			81.61	00196808

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
CADA CENTRAL	V6400658	5210	1,300.00	00196102
		5880	9,490.00	00196102
CAL BUILDING SYSTEMS INC	V6412620	5610	780.00	00196150
			1,560.00	00196250
CALIF. DEPT. OF TAX AND FEE ADMINISTRATION	V6404444	5880	218.34	00196520
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	1,141.00	00196060
			1,124.00	00196888
CALIFORNIA LEAGUE OF EDUCATORS	V6415567	5210	529.00	00195887
CALIFORNIA PLUMBING PARTS	V6412567	4355	396.00	00196013
			1,924.19	00196444
			389.37	00196521
CALIFORNIA YELLOW CAB	V6413351	5870	474.35	00196445
CAMERON WELDING SUPPLY	V6400741	4310	334.94	00196889
CARDENAS, DAVID	V6415572	5220	5.69	00195799
CARDIO PARTNERS	V6415562	4310	159.68	00196208
CAREER LEARNING	V6415565	5210	529.20	00195888
CARMEN SILVA AND	V6415268	5880	6,066.65	00196890
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	202.84	00195927
			132.23	00196209
CARPENTER, TINA	V6413678	4310	288.10	00196829
		5210	689.57	00196419
CART MAN INC, THE	V6404668	5610	308.81	00195928
			308.81	00196210
CARTAGENA, ED	V6415024	5210	1,769.68	00196103
CATALINA PASSENGER SERVICE INC	V6415582	5210	3,270.10	00196104
CDE CA DEPT OF EDUCATION	V6407781	5210	500.00	00195800
CDW GOVERNMENT INC.	V6400819	4310	1,425.16	00196676
		4410	10,245.65	00196251
			59,958.22	00196446
			8,774.30	00196552
CENGAGE LEARNING	V6404723	4210	2,346.98	00196522
CENTER FOR DRUG FREE COMMUNITIES	V6400833	5880	16,560.00	00196643
CERAMIC SHOP, THE	V6414717	4310	78.57	00195929
CERASUOLO, KATHRYN	V6412765	5210	823.20	00195889
CERTIFIED ART SUPPLY	V6400850	9320	334.37	00195959
CERTIFIX LIVE SCAN	V6414255	5880	600.00	00196716
CERVANTES, YOLANDA	V6415123	5220	33.84	00196447
			16.75	00196891
CHANCE THEATRE, THE	V6415566	5880	8,000.00	00196061
CHEFS' TOYS	V6410110	4310	2,951.83	00195960
		4410	1,314.53	00195960
CHOI, YOONHEE	V6414868	5220	21.11	00196717
CHRISTIAN BUILDING MATERIALS	V6400919	4355	167.01	00196892
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	17,466.85	00196448
			38,044.28	00196553
CISNEROS, JACQUELINE	V6414702	5210	164.40	00195801
CITY AUTO TOP	V6400953	4376	360.46	00196175
CITY OF ANAHEIM	V6400957	5520	105,688.08	00196176
			32,471.20	00196211
			53,470.43	00196252
			42,030.67	00196308
			14,838.69	00196554
			53,871.74	00196606
		5530	16,671.39	00196176

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
CITY OF ANAHEIM (CONT.)			959.59	00196211
			7,432.33	00196252
			3,264.30	00196308
			2,646.05	00196554
			8,407.52	00196606
		5580	23,412.77	00196176
			3,973.96	00196211
			10,413.89	00196252
			5,143.24	00196308
			3,222.41	00196554
			7,631.29	00196606
		5810	196,013.39	00196893
CITY OF BUENA PARK	V6400958	5530	3,125.63	00196309
		5580	788.76	00196309
CLAIM RETENTION SERVICES INC.	V6408940	5810	2,250.00	00196677
CLASS CHAT INC	V6414992	5880	19,308.00	00196449
CODEHS INC	V6413520	5880	2,940.00	00196450
COLLEGE BOARD	V6401012	5210	1,430.00	00196420
COLLEGE BOARD, THE	V6401014	5210	799.00	00195802
COMPLETE ACCESS SOLUTIONS	V6415052	4355	624.95	00196177
		5610	14,835.89	00195890
			2,250.00	00196177
		6290	13,424.34	00196014
COMPLETE OFFICE OF CA	V6411539	9320	156.28	00195803
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	855.00	00196451
CONCORD THEATRICAL CORP.	V6414438	5620	343.45	00195930
		5880	3,117.99	00195930
			651.72	00196894
COPPLE, JOHN	V6413310	4310	1,171.25	00195931
COUNSEL FOR KIDS	V6415580	5821	7,950.00	00196105
CRAWFORD, BINDY	V6414550	5210	1,017.48	00195891
CREIGHTON, CHARLENE	V6415503	5220	92.46	00196555
CRISP IMAGING	V6408990	5880	4,848.76	00196212
CROWD FAVORITE PROMOTIONAL	V6412906	4310	3,502.50	00196452
CROWN LIFT TRUCKS	V6412285	5610	219.69	00196253
			890.65	00196895
CULVER NEWLIN	V6411589	4410	2,601.30	00196213
CVT RECYCLING	V6407455	5580	1,077.03	00195961
			738.32	00196351
			64.03	00196896
CYPRESS HIGH SCHOOL	V6405640	5810	4,586.00	00196178
		8699	340.42	00195962
DALE JUNIOR HIGH ASB	V6405581	5810	55.00	00196556
DANNIS WOLIVER KELLEY	V6411357	5821	10,454.50	00196015
			11,719.00	00196744
DARTCO TRANSMISSION SALES SVC	V6401258	4376	2,270.60	00195892
DB SERVICE CENTER LLC	V6411405	4347	640.09	00196523
DE ANDA, BRENDA	V6414700	5220	191.62	00196453
DE MICHELE, ANNA	V6407734	5805	500.00	00195804
DE MORNEAU, LAURA	V6414964	5220	16.08	00195963
DECKER INC	V6401302	4410	3,889.66	00196718
DEL SOL SCHOOL	V6411308	5860	3,964.00	00196254

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
DEMCO INC	V6401318	4315	366.76	00196454
		4320	384.67	00195805
		4410	98.46	00195805
DENNIS UNIFORM	V6411408	4310	1,579.47	00195893
DEPARTMENT OF GENERAL SERVICES	V6409862	5821	523.00	00196897
DHARMA TRADING CO.	V6411544	4310	1,646.52	00196557
DIOSDADO, ALEJANDRA HERNANDEZ	V6415270	5220	8.38	00195932
			19.50	00196455
DISCOUNT SCHOOL SUPPLY	V6407632	4310	11.30	00196421
DISPLAYS2GO	V6411207	4320	7,608.69	00196456
DIVISION OF THE STATE ARCHITECT	V6411414	6210	12,130.00	00195933
DLR GROUP INC	V6414501	6212	11,187.50	00196016
DUCA, JASON	V6407065	5220	115.97	00196719
			166.09	00196809
			66.53	00196810
DUNN EDWARDS PAINTS	V6401448	4355	49.72	00195894
			110.55	00196720
DURAN, ISIDRO	V6414999	5220	65.33	00195806
			56.62	00195934
			78.39	00196898
EAST WHITTIER GLASS AND MIRROR CO INC	V6413882	5610	6,572.00	00195964
EBERHARD EQUIPMENT	V6405532	4347	375.93	00196899
ECE 4 AUTISM	V6415157	5860	10,936.80	00196457
ECONOMY RENTALS INC	V6401478	5620	500.00	00196458
EDYNAMIC LP	V6405692	5880	2,800.00	00196352
EMMANUEL PARTY RENTALS LLC	V6414482	5620	410.00	00196721
			392.50	00196811
ENCORP	V6409154	5610	19,788.00	00196353
			4,673.00	00196678
EPIC SPORTS	V6408383	4310	416.70	00196179
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	555,835.63	00196310
			209,362.03	00196644
EVERYDAY SPEECH LLC	V6413897	5880	9,093.65	00196558
EWING IRRIGATION PRODUCTS	V6401634	4347	390.24	00196151
			1,072.24	00196354
FARFAN, ESTEFANI	V6415288	5210	40.00	00196214
FARMERS AND MERCHANTS BANK	V6412156	5880	10,247.45	00196607
FEDEX	V6401675	5910	49.95	00196062
			44.46	00196106
			135.47	00196386
			134.60	00196559
			209.95	00196859
			202.47	00196900
FERGUSON ENTERPRISES INC	V6409823	4355	383.98	00195807
			399.74	00196063
			212.23	00196107
			158.60	00196311
			45.12	00196459
			160.86	00196560
		4410	3,149.66	00195807
FERREE'S TOOLS INC.	V6401681	4355	3,435.57	00196608
			2,904.90	00196860
FIVE STAR RUBBER STAMP INC	V6405116	4320	33.98	00196645
FLANAGAN, ZORAH	V6415008	5220	3.02	00196387

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
FLEET SERVICES INC	V6405625	4370	141.63	00195808
			452.55	00196646
			215.94	00196745
		4375	442.57	00195808
			897.84	00196255
		4376	874.24	00195808
			503.63	00196064
			14.55	00196561
		4385	1,378.73	00196064
			274.93	00196255
			308.92	00196646
FLINN SCIENTIFIC INC	V6401708	4310	81.02	00195809
			5,618.03	00196647
		4410	1,779.66	00196256
FOLLETT CONTENT SOLUTIONS LLC	V6401726	4210	677.16	00196065
			1,308.40	00196108
			717.06	00196861
FOLLETT SCHOOL SOLUTIONS LLC	V6411526	4210	3,011.61	00196066
			3,827.76	00196109
			1,374.89	00196180
			854.12	00196388
			94.27	00196812
FORD, TRAVIS	V6415122	5220	85.43	00196460
FOUNDATION BUILDING MATERIALS LLC	V6414185	4355	6,354.77	00195810
FOUNDATION FOR KOREAN LANGUAGE AND	V6410559	4210	51,185.70	00196562
FREIGHT FARMS	V6415265	5805	8,820.00	00196563
FRIED, JARON	V6408045	5210	2,563.13	00196215
FUJIMOTO, DIANA	V6401342	5210	541.70	00196216
FUN AND FUNCTION LLC	V6411593	4310	85.38	00196067
FUTURE SHREDDING INC	V6414221	5610	105.00	00196389
GANAHL LUMBER CO	V6401804	4310	396.04	00195895
			119.14	00196110
			428.10	00196609
		4355	293.79	00195811
			614.05	00196068
			111.61	00196181
			218.19	00196257
			220.22	00196312
			101.27	00196564
			0.00	00196609
			47.16	00196648
			413.24	00196679
			14.00	00196813
			1,108.74	00196862
		4376	361.52	00196312
GARDENA VALLEY NEWS	V6401808	4310	1,347.37	00195812
			1,140.20	00195896
GARNER HOLT EDUCATION	V6413474	5880	7,796.59	00196610
GAS COMPANY, THE	V6404372	5510	59,441.72	00195814
			4,826.52	00196258
			47,000.03	00196313
		6222	13.00	00195813
			13.09	00196565
GASINSKI, MICHAEL	V6414726	5210	52.83	00196217

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
GAUDETTE, ROBERT	V6403961	5210	1,449.07	00196017
GIBSON, WILLIAM	V6414649	5220	183.58	00196259
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	841.31	00196182
			1,064.80	00196611
			124.33	00196863
			1,060.26	00196901
		4410	1,643.92	00196260
		6490	6,073.22	00196680
		9320	262.22	00196746
GLASSLESS MIRROR	V6411534	4410	2,432.28	00196261
GLOBAL INDUSTRIAL	V6414361	4320	359.83	00196069
GOLDEN STATE WATER COMPANY	V6408018	5530	56.35	00195815
			3,897.04	00195816
			43.26	00195817
			3,739.30	00195818
			3,018.42	00195819
			2,663.56	00195820
			2,761.81	00195821
			43.26	00195897
			56.35	00196612
			43.26	00196613
			7,034.62	00196614
			4,688.91	00196615
			4,449.16	00196616
			43.26	00196747
			15,412.26	00196748
			11,204.32	00196749
GOLDSTEIN , JENNIFER	V6415292	5805	3,500.00	00196461
GONZALEZ, CHRISTIAN	V6415609	5220	128.64	00196681
GOPHER PATROL	V6414488	5610	300.00	00195965
			300.00	00196111
			300.00	00196617
			300.00	00196864
GOPHER SPORTS EQUIPMENT	V6401902	4310	792.03	00196262
			3,168.94	00196902
GRAINGER	V6404982	4355	496.09	00195822
			791.75	00196314
			956.54	00196390
			1,686.46	00196462
			153.67	00196566
			139.43	00196618
			548.44	00196649
			372.92	00196682
		4375	322.21	00196566
			52.22	00196750
GRANITE TELECOMMUNICATIONS LLC	V6415134	5880	8,302.63	00196391
			3,585.79	00196814
GRAYBAR ELECTRIC COMPANY	V6401918	4355	67.94	00196751
			81.73	00196903
GREAT SCOTT TREE SERVICE INC	V6412538	5610	4,770.00	00196752
GREATER ANAHEIM SELPA	V6401927	5805	140,914.84	00196315
			155,542.48	00196865
		5810	200.00	00196263
		8311	255,738.09	00196183

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
GREENWOOD, ERIK	V6408076	5210	838.21	00196018
GREGORY, NOAH	V6415548	5220	63.31	00196463
			21.10	00196866
GROVE, KELLY A.	V6409563	5220	21.44	00196019
			57.89	00196392
GUERRERO, JESSICA	V6414783	5210	305.88	00196020
GUITAR CENTER STORES INC	V6401958	4320	594.24	00196650
		4410	594.51	00195823
GUTIERREZ, CHRISTIE	V6414212	5210	3,476.83	00196021
H AND H AUTO PARTS WHOLESALE	V6401967	4370	206.65	00196464
		4376	1,029.62	00196464
		4385	4,229.13	00196464
			1,293.78	00196753
H2O LABS INC.	V6412643	4410	670.00	00195824
HAAF, ERIK	V6406556	4310	206.33	00195966
HARLAN, STEPHANIE	V6415611	5210	359.00	00196683
HARPST, KRISTIN	V6413313	4310	952.34	00196264
			587.10	00196684
HAWKINS ANIMAL TRAPPING AND REMOVAL	V6415528	5610	1,095.00	00196265
			250.00	00196867
HEALTH SCIENCE ASSOCIATES	V6412896	5610	4,292.50	00196184
HEATHERBROOK COACHING	V6414686	5805	100.00	00196112
HENRY SCHEIN INC.	V6403123	9320	321.65	00196393
HERNANDEZ, CARLOS	V6400767	5210	354.04	00196218
HERNANDEZ, ERICA	V6415486	5210	27.67	00195967
			60.00	00196022
HILLYARD FLOOR CARE SUPPLY	V6402055	4347	63,867.07	00196266
			44.09	00196651
HOGANSON, JOHN	V6408126	5210	1,063.19	00196185
HOLLAR SPEECH & LANGUAGE SERVICES	V6414936	5850	2,600.00	00196267
HOLLYWOOD BABE INC.	V6413640	4310	9,999.20	00196113
HOME DEPOT CREDIT SERVICES	V6405234	4320	9.87	00195825
			367.42	00196394
		4347	202.93	00195825
			548.00	00196394
			161.30	00196465
			57.15	00196567
		4355	2,328.96	00195825
			281.18	00195968
			356.21	00196070
			50.03	00196114
			502.48	00196186
			822.06	00196268
			521.16	00196394
			427.14	00196465
			262.76	00196567
			1,380.30	00196685
			494.94	00196754
			7.42	00196868
		5610	30.34	00196754
		5620	260.14	00196394
			91.22	00196904
HOPSKIPDRIVE INC	V6415097	5870	46,916.51	00196568
HORIZON	V6408259	4347	965.35	00196569

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
HORMUTH, LISA	V6411549	5210	649.78	00196466
			557.22	00196652
			8.57	00196755
HOTSY EQUIPMENT CO.	V6402080	4347	1,317.07	00196570
HOWARD TECHNOLOGY SOLUTIONS	V6413088	4410	6,411.13	00196316
			8,070.48	00196467
HUISMAN, MATTHEW	V6408438	5220	58.96	00196395
HUMPHREY, DEANNA	V6408493	5210	2,573.25	00196269
HUNTINGTON BEACH U.H.S.D.	V6402101	5620	186.63	00196756
HUTTNER, HEATHER	V6412032	5210	1,135.13	00196757
ICS SERVICE CO.	V6406452	5610	850.00	00196686
			612.00	00196869
ILLUMINATION INSTITUTE	V6412987	5805	16,000.00	00196571
IMAGE APPAREL FOR BUSINESS	V6402628	4345	870.41	00195969
			124.52	00196870
		9320	1,925.27	00195826
IML SECURITY SUPPLY	V6414527	4355	646.50	00196115
		4410	1,175.20	00195827
INDEPENDENT	V6413456	4320	1,900.00	00195898
			590.00	00196270
		5880	4,760.00	00196023
INDUSTRIAL TECHNICAL SERVICES	V6415583	5610	720.00	00196619
INSPIRED RESOLUTIONS LICENSED CLINICAL SOCIAL W	V6413887	5805	1,500.00	00196468
INTERNATIONAL E Z UP INC	V6412784	4410	1,736.43	00195828
			2,634.49	00196071
			1,979.28	00196187
IXL	V6410650	5880	3,105.00	00195829
J AND A FENCE	V6409989	5610	6,730.00	00195899
			5,850.00	00196758
J E HALLIDAY SALES INC	V6413014	4320	1,706.76	00196469
J.W. PEPPER AND SON INC.	V6402214	4310	456.99	00195830
			16.31	00195970
			45.23	00196072
			164.80	00196116
			387.23	00196470
			35.87	00196572
			122.95	00196759
			187.48	00196815
			398.69	00196905
		4320	313.91	00196396
		4410	10,151.30	00196687
		8699	15.06	00196271
JACKSONS A S BREA F M P	V6406346	4347	164.09	00196397
JACOBS, LAURA	V6412203	5220	48.91	00196317
			23.45	00196871
JARAMILLO, SAMUEL	V6411668	5210	1,288.30	00196024
JHM SUPPLY INC.	V6411647	4347	172.14	00195900
			42.17	00195971
			478.69	00196073
			766.75	00196117
			641.81	00196471
			107.31	00196573
			877.77	00196688
			305.41	00196872

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
		4355	437.54	00196688
JM AND J CONTRACTORS	V6410460	5610	9,087.00	00195901
JMG SPECIALTIES INC	V6415591	4320	800.89	00196398
JOHNSTONE SUPPLY	V6402415	4355	539.95	00196574
JONES LIGHTING LLC	V6412154	5610	600.00	00196272
JONES SCHOOL SUPPLY	V6402421	4320	571.64	00196318
JONES, JAYNA	V6414695	5210	120.59	00196025
		5220	82.41	00196319
JOSTENS RENAISSANCE	V6402439	5210	595.00	00196188
JUSTICE TESTING	V6413455	5610	150.00	00196575
K12LOGIC LLC	V6415523	5810	2,500.00	00196399
KAIROS TOOLING	V6413655	5610	40.00	00196400
KANALY, KRISDEE	V6409005	5210	1,351.80	00196026
KAREN G GARRETT	V6415563	5805	500.00	00195831
KATELLA HIGH SCHOOL	V6402515	8699	929.71	00195972
KATHLEEN MENDOZA LARSEN	V6415593	5210	67.23	00196273
KELLY SPICERS INC	V6404405	4320	3,519.41	00196074
			5,818.21	00196816
			769.34	00196873
KENNEDY HIGH SCHOOL	V6402571	8699	293.77	00195973
KEYGENT LLC	V6414871	5810	4,000.00	00196472
KEYS, JENNIFER	V6414436	5220	85.22	00196075
KIM, JEFFREY	V6408523	5210	535.00	00196760
KING, DON JAY	V6408028	5210	90.11	00196027
KING, JOSEPH	V6413645	5210	834.77	00196653
KLIEM, ERIN	V6415210	5220	36.18	00196219
KNEPP, AMANDA	V6413870	5210	572.27	00196220
		5220	51.25	00196320
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	9,420.38	00196401
KONA CLEANERS	V6415220	5560	221.25	00196817
KWON, AMY	V6414161	5210	1,026.13	00196028
			347.53	00196221
LA CURAN, ANJEANETTE	V6414774	5210	577.24	00196222
		5220	53.60	00196076
			112.82	00196321
LABELL EXCHANGE	V6412680	5918	777.70	00196322
			777.46	00196576
LAGUNA CLAY CO.	V6402645	4310	388.44	00196323
			2,048.52	00196761
		4410	2,811.00	00196323
			457.94	00196761
LAINES, CARLY	V6415592	5210	1,324.23	00196274
LANGUAGE NETWORK INC	V6409301	5810	1,832.60	00196324
			330.00	00196874
LANINGHAM, DANIEL	V6401246	5210	20.00	00196029
LARA, JOSE	V6413230	4390	120.68	00195974
LARSEN, SUSAN	V6406274	5210	449.00	00196223
		5880	271.90	00195902
LEDESMA, ISABEL	V6415287	5220	64.99	00196402
LEMONNIER, LOUIE	V6407235	4390	2,068.00	00196762
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	8699	153.35	00195975
LIGHT HELMETS	V6415539	5630	4,035.98	00196403
LINK, TOM E.	V6410795	5220	45.69	00196473
LIZARRAGA MIRALDA, RAQUEL	V6413314	5220	68.67	00196474

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
LOARA ASB	V6402803	8699	295.92	00195976
LOGAN RIVER ACADEMY	V6409188	5860	13,533.80	00196475
LOPEZ, MARK	V6414861	5210	426.19	00196077
LOS ANGELES FREIGHTLINER INC	V6402833	4376	399.72	00195832
MACKIN LIBRARY MEDIA	V6402903	4210	541.45	00196404
			674.55	00196577
			187.09	00196763
MAGNOLIA HIGH SCHOOL	V6402920	8699	96.48	00195977
MANRIQUE, ROBYN	V6415209	5220	69.58	00196224
MARTINEZ, THANYA	V6415240	5220	44.22	00195833
			13.40	00195978
MASCARO, AARON	V6415613	5210	1,714.70	00196875
MATSUDA, MICHAEL	V6403107	5210	1,049.37	00196764
MATTERHACKERS INC	V6413522	4310	796.38	00196765
			66.59	00196876
		4410	1,657.19	00196876
MAYFLOWER DISTRIBUTING COMPANY INC.	V6412083	4320	340.71	00196118
MC BRIDE, SHAWN	V6406134	4310	346.36	00195834
MC FADDEN DALE HARDWARE CO	V6403056	4355	3,127.96	00196476
			521.67	00196578
			52.26	00196766
		4375	102.69	00196578
			0.00	00196766
MC GRAW HILL EDUCATION INC.	V6411310	5880	1,695,446.65	00195835
MC LAUGHLIN, BETHANY	V6408748	5210	475.00	00196030
MC LOGAN SUPPLY COMPANY	V6403049	4310	1,044.94	00196119
			316.76	00196767
MC MASTER CARR SUPPLY COMPANY	V6403063	4310	54.45	00196405
MD INSTALLATIONS INT'L INC.	V6410469	5610	2,933.00	00195836
			2,572.00	00196689
MEJIA, YOLANDA	V6405136	5210	535.00	00196768
MESA ENERGY SYSTEMS INC	V6415473	5610	4,145.00	00196078
			1,792.50	00196189
			625.00	00196325
			3,447.00	00196769
MICHAELS STORES INC & SUBS	V6414285	4310	1,020.91	00195903
			896.21	00196477
			569.87	00196620
		4410	753.74	00195903
			0.00	00196477
MIDDLETON, EMILY	V6414754	5220	49.24	00196877
MIRANDA, SUSAN	V6405713	5210	607.39	00196225
			706.22	00196770
MIRANDA, YESENIA	V6415588	5220	16.75	00196275
MISSION LINEN SUPPLY	V6411115	4388	156.18	00196771
MONTGOMERY HARDWARE CO.	V6405624	4347	17,011.74	00195837
		4355	441.78	00195979
			127.41	00196079
			1,277.63	00196120
		4410	3,296.31	00195979
MORENO, LORENA	V6413094	4390	500.00	00196690
MOREY'S MUSIC STORE	V6407094	4410	12,690.80	00196579
MORRIS, DR. ROBIN	V6413159	5850	6,000.00	00196580

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
MORSCO INC	V6412910	4355	632.55	00195838
			127.41	00196276
			195.21	00196691
			172.58	00196878
		4410	1,277.63	00196276
MOSQUEDA, JOSE	V6415111	5210	1,156.29	00196226
MOUNTAIN VALLEY CHILD AND FAMILY	V6415055	5860	53,570.80	00196478
MUNDY, KATRINA	V6408440	5210	477.29	00196227
MUSGRAVE, STACY	V6412813	5220	9.38	00195839
MUSIC AND ARTS CENTER	V6411397	4310	78.96	00195840
			8,300.80	00196406
			459.35	00196479
			253.89	00196581
			3,314.13	00196654
MUTRAIS, VERANA	V6415614	5210	1,123.05	00196879
MYPHONE HERO	V6413250	4310	30.00	00196692
NASCO	V6403253	4310	254.68	00196080
			1,075.99	00196407
NATIS HOUSE	V6415253	5880	18,850.00	00196326
			2,900.00	00196693
			10,150.00	00196772
			4,350.00	00196880
			18,850.00	00196906
NAVARRO, DANIEL	V6415610	5220	1.34	00196694
NAVARRO, MONICA	V6412545	5220	91.45	00196480
NELSON, MACKENZIE	V6414413	5210	1,884.06	00196031
NETSYNC NETWORK SOLUTIONS	V6415057	5610	1,037.00	00196408
		5880	1,046.11	00195841
			617.00	00196408
			700.25	00196655
NEW DIMENSION GENERAL CONSTRUCTION	V6410861	6490	9,436.35	00196481
NEW DIMENSION GENERAL CONSTRUCTION INC	V6415216	6170	76,847.12	00196524
NEWEGG BUSINESS INC	V6412716	4320	7.54	00196773
NGUYEN, CHINH	V6412608	5220	36.85	00196482
NGUYEN, DANNY	V6415575	5220	23.58	00195904
NGUYEN, TRANG	V6404776	5220	22.24	00196483
NIMCO	V6403365	4310	2,123.15	00196081
			212.81	00196409
			491.34	00196582
			3,035.14	00196774
NINOV, VESSELIN	V6414445	5220	511.19	00196881
NORTH ORANGE COUNTY ROP	V6409740	5100	775,125.16	00196121
			1,550,250.32	00196818
OAK GROVE INSTITUTE	V6403402	5860	20,508.00	00195981
OC HUMAN RELATIONS COUNCIL	V6403458	5805	106,875.00	00195982
OCDE	V6403452	5210	825.00	00195843
		5810	5,440.00	00195843
			2,528.42	00196485
		7141	350,089.10	00196819
OCEAN VIEW SCHOOL NPS	V6408591	5860	5,387.67	00196621
OES GLOBAL INC	V6413920	4310	576.58	00196696

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
OFFICE DEPOT	V6403421	4310	849.65	00195844
		4315	75.09	00196277
		4320	70.22	00195844
			215.49	00195983
			72.22	00196697
			228.29	00196776
			177.71	00196820
			97.77	00196882
			57.85	00196907
OLIVE CREST ACADEMY	V6410765	5860	60,874.95	00195984
			51,014.14	00196584
ONE DAY SIGNS	V6405664	4355	506.43	00195845
			571.08	00196410
		5810	393.29	00196486
			285.54	00196657
O'NEAL, BRIAN	V6406725	5210	14.00	00196032
			35.00	00196656
OPTIMUM ENERGY DESIGN LLC	V6411411	6212	122,202.00	00196033
ORANGE COUNTY ATHLETIC DIRECTOR'S ASSOCIATIOI	V6414335	5880	75.00	00196585
ORANGE COUNTY FIRE PROTECTION	V6403457	5610	375.47	00195906
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	40,842.50	00195907
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	109.31	00195985
O'REILLY AUTO PARTS	V6411401	4370	237.01	00195842
			300.27	00196695
			246.69	00196775
		4375	372.67	00195842
			442.74	00196484
			220.27	00196695
		4376	2,469.52	00195842
			148.99	00195905
			186.19	00195980
			368.41	00196122
			1,317.70	00196484
		4385	990.54	00195842
			567.94	00195905
			513.20	00196122
			115.56	00196484
			1,556.41	00196583
			1,182.26	00196695
			1,905.94	00196775
		4387	129.24	00196484
ORIENTAL TRADING COMPANY	V6403475	4310	213.79	00195986
			4,066.96	00196586
ORTIZ, JENNIFER	V6415031	4320	448.13	00196830
OXFORD ACADEMY	V6403485	8699	253.86	00195987
PARADIGM HEALTHCARE SERVICES LLC	V6403536	5810	14,047.07	00196487
PARDO, NORMA	V6415576	5220	38.86	00195846
PARK, JULIA	V6414759	5220	43.48	00196327
PARK, RUTH	V6415130	5220	24.12	00196587
PARKHOUSE TIRE INC.	V6403547	4386	7,482.52	00196034
PASCUAL MOLINA, YINNY	V6413764	5220	20.97	00196355
PATHWAY COMMUNICATIONS LTD	V6410645	4410	3,883.07	00196035
			12,943.57	00196622
			9,707.69	00196831

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
PATINO, REUBEN	V6403910	5210	1,378.91	00196422
		5220	107.47	00196328
PAVASARS, JOHN	V6408437	5220	286.43	00196329
PAXTON PATTERSON	V6403589	4310	305.59	00196722
PELICAN AUTO	V6414406	5610	1,314.80	00196723
PENA, KAREN	V6414250	5210	400.96	00196698
PENNER PARTITIONS INC	V6403625	4355	381.44	00195847
			869.54	00196278
			133.61	00196423
			234.89	00196488
			549.53	00196777
		4410	3,698.00	00196036
PEREZ, ANGEL	V6415595	5220	39.53	00196330
PERRUZZI, ANA	V6413667	5220	72.70	00196525
PEST OPTIONS INC	V6406848	5610	995.00	00196832
PHOENIX HOUSE ORANGE COUNTY INC.	V6413639	5880	32,200.00	00196821
PINEDA'S NURSERY INC	V6403670	4347	160.95	00195848
PINNACLE PETROLEUM INC.	V6412426	4381	37,806.63	00195849
PIONEER ATHLETICS	V6413110	4355	4,593.13	00196037
PIPS	V6407384	3601	398,516.38	00196038
			398,516.38	00196833
		3602	132,838.79	00196038
			132,838.75	00196833
PITNEY BOWES	V6403677	5610	1,782.42	00196279
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	65.78	00195988
POOL HEATER GUYS CORPORATION, THE	V6415478	5610	1,500.00	00196526
PORTVIEW PREPARATORY INC.	V6411850	5860	13,113.34	00196280
POSITIVE PROMOTIONS INC	V6403704	4310	1,437.92	00196281
PRESENTATION FOLDER INC	V6403738	5810	1,378.00	00196282
			1,049.89	00196489
			646.50	00196908
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	998.33	00196082
			84.83	00196909
		5610	242.44	00196152
PRINTED SOLID INC	V6414714	4310	430.80	00196724
		4410	6,797.46	00196724
PROCARE THERAPY	V6414410	5810	29,160.00	00196228
			3,780.00	00196910
PROFESSIONAL GLASS	V6413762	4355	252.37	00196083
			457.77	00196527
PROVO CANYON SCHOOL	V6406450	5860	15,748.00	00196528
QBS MIDCO LLC	V6415040	5810	12,878.00	00196529
			1,600.00	00196911
RABBIT LASER USA LLC	V6412226	4410	9,208.00	00196834
RACHLIN PARTNERS	V6414596	6273	2,450.00	00196123
RAMIREZ, JULIETA	V6415568	5210	40.00	00195850
RAMIREZ, MARIA T.	V6412066	5220	75.04	00196530
RAPTOR TECHNOLOGIES LLC	V6413501	4320	199.34	00196124
READ NATURALLY	V6407167	5880	690.00	00196190
REALL, JULIEANNE	V6408222	5210	845.82	00196490
REEL LUMBER SERVICE	V6403871	4355	64.66	00196039

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
REFRIGERATION SUPPLIES DIST.	V6403873	4355	396.85	00195851
			327.62	00196084
			258.52	00196283
			183.10	00196356
			125.31	00196623
REINDL, SCOTT	V6409277	5210	890.77	00196040
			83.97	00196357
RELIABLE SHEET METAL WORKS	V6403891	4355	924.50	00196284
			805.97	00196778
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6,674.79	00196531
REVEILLE INC	V6414874	5880	4,940.00	00196358
			2,632.50	00196588
REVOLVING CASH FUND	V6405190	4320	323.10	00196331
		4369	98.00	00196331
		5210	2,535.11	00196331
		5220	2,169.37	00196331
		5880	828.00	00196331
		8699	-2,230.00	00196331
REYES, GABRIELA	V6407763	5210	40.00	00195935
RIDDELL ALL AMERICAN	V6403939	4310	8,622.42	00196285
RITZ THAT'S IT INC	V6412555	5560	823.05	00196491
RIV OR COUNTIES PUMP COMPANY INC.	V6409881	5610	320.00	00196779
RIVERSIDE INSIGHTS	V6413468	4310	674.04	00196359
ROCKLER WOODWORKING AND HARDWARE	V6403987	4310	595.56	00196589
		4355	96.95	00196912
		4410	4,819.69	00196589
RODARTE, CAROLYN	V6415573	5220	1.68	00195852
RODRIGUEZ, ANDREA	V6414660	5220	22.04	00196624
RODRIGUEZ, MARITZA	V6415007	5220	77.32	00195936
RODRIGUEZ, YVONNE	V6405150	5220	140.70	00196780
ROGERS, BELINDA	V6415570	5220	1.31	00195853
ROGERS, KATELYNN	V6415586	5220	63.99	00196286
			141.97	00196532
ROSEBURROUGH TOOL CO. INC	V6404014	4355	497.04	00196153
			548.05	00196287
			111.01	00196625
ROSSIER PARK ELEMENTARY SCHOOL	V6404020	5860	16,510.62	00195908
			14,043.32	00196533
ROSSIER PARK JR SR HIGH SCHOOL	V6411451	5860	13,662.05	00195909
			9,492.90	00196534
RUHNAU CLARKE ARCHITECTS	V6412249	6490	80,500.00	00196360
RUSSELL, JEFFREY	V6407882	5220	150.75	00196535
RWC INTERNATIONAL LTD	V6414635	4376	349.37	00196229
		4385	390.37	00196154
			3,569.86	00196536
			447.49	00196725
		4387	48.16	00196725
		4410	1,290.43	00196781
RYLAARSDAM, MICHAEL	V6408791	5210	38.00	00195910
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	19.18	00196822
SAFETY KLEEN SYSTEMS INC.	V6404072	5610	351.36	00196125
SALDIVAR, ROBERT	V6407767	5210	1,794.68	00196782
SANTIAGO, RAFAEL	V6409310	5210	778.22	00196699
SAVANNA HIGH SCHOOL	V6404130	8699	168.92	00195989

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
SAVVAS LEARNING COMPANY	V6403609	4210	1,338.65	00195854
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5210	195.00	00196361
SCHOOL SPECIALTY INC	V6404173	9320	164.91	00196783
SCHOOLPOSTERS.COM LLC	V6414075	4310	1,251.20	00196590
SCHORR METALS INC	V6404179	4355	252.51	00196085
			231.45	00196155
		4410	6,307.24	00196362
		5610	745.00	00196362
SCOTT EQUIPMENT INC	V6414353	4347	145.89	00196041
SCP DISTRIBUTORS LLC	V6411554	4355	137.93	00196883
SEHI COMPUTER PRODUCTS INC	V6404221	4310	4,329.48	00195855
			32.33	00195911
			155,318.10	00196332
			231.01	00196591
			377.13	00196823
			29.91	00196835
		4320	585.09	00195855
			1,377.70	00196042
			750.14	00196726
		4410	12,979.30	00195855
			6,348.69	00196126
			902.86	00196156
			10,845.14	00196332
			34,989.80	00196591
			2,430.84	00196726
			10,424.68	00196784
			5,141.20	00196835
		5880	12,000.00	00196332
SEMA LLC	V6414512	4310	6,498.79	00196191
		4320	7,525.76	00196191
SERRANO, GUADALUPE	V6412793	5210	1,742.26	00196658
SHAMROCK SUPPLY CO.	V6409920	4310	3,324.09	00196043
			2,392.05	00196363
SHARP, ELYSE	V6408732	5210	946.97	00196659
SHEPHERD, DEAN	V6415569	5210	63.81	00195856
SHEPPARD, DANIELLE	V6415594	5220	30.82	00196333
SHERMAN, MICAH	V6414207	5220	180.91	00196592
SIERRA, JAVIER	V6414778	5220	153.27	00195937
		5810	5,040.00	00195937
SIGLER INC., RUSSELL	V6410420	4355	233.45	00196086
			604.93	00196492
		6490	6,467.16	00196492
SIGN MART PLASTICS PLUS	V6412529	4320	929.99	00196044
		5810	284.08	00196044
SIGNS DIRECT INC	V6412379	4320	3,810.15	00195857
SIMON SILVA	V6413108	5810	9,500.00	00196660
SITEONE LANDSCAPE SUPPLY LLC	V6414074	4347	127.68	00196230
			1,388.13	00196364
			20.82	00196626
SLIM, NABIL	V6403237	4390	361.89	00196334
SMITH, MALINDA	V6415110	5220	26.13	00196192
SOBERANIS, CECILIA	V6408475	5220	55.88	00196365

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
SOCALGRAD	V6411708	4320	1,539.88	00195858
			517.20	00195912
			1,950.28	00195938
			359.08	00196127
			1,029.01	00196424
			689.65	00196627
			1,984.21	00196661
			374.43	00196700
			1,182.56	00196727
SOHEILI, SINA	V6413572	4310	270.14	00196335
SOLIS GROUP, THE	V6412965	5810	2,753.00	00196366
SOLORZANO, RAYMOND	V6411140	5210	1,169.52	00196425
SOPERANEZ, JUAN	V6415596	5220	1.34	00196288
SOSA, KANDYCE	V6413144	5220	120.20	00196336
			70.22	00196824
SOUTH COAST AIR QUALITY	V6404356	5880	323.62	00196913
SOUTH JHS ASB	V6405227	8699	6.94	00195990
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	120,118.47	00196337
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	86.19	00195859
			432.15	00196157
			1,135.30	00196289
			32.85	00196628
			711.47	00196728
		4320	184.79	00195991
			630.20	00196128
			60.38	00196157
			42.86	00196367
			1,181.79	00196493
			106.35	00196537
			519.70	00196701
			4,437.17	00196914
		9320	1,368.51	00196087
			8,210.88	00196157
			8,468.75	00196289
			1,713.31	00196593
			8,416.65	00196728
			236.30	00196785
SPEECH AND LANGUAGE	V6404400	5860	192,062.53	00196129
SPORTS FACILITIES GROUP INC	V6410318	4410	2,427.88	00196368
		5610	4,450.00	00196594
STAPLES ADVANTAGE	V6410116	4310	178.69	00195860
			105.29	00196158
		4320	140.06	00196338
STEVE WEISS MUSIC	V6410268	4310	226.23	00195861
			830.76	00196339
			2,775.08	00196595
			11.85	00196915
		4410	1,917.26	00195861
			1,939.50	00196595
STEVENSON, ANNA	V6408980	4310	189.91	00196702
		4390	272.99	00196729
SUNBELT RENTALS INC.	V6405959	5620	4,063.66	00195862
			3,752.03	00196786
SUPERIOR CHEER	V6411923	4310	644.90	00196494

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
SUPERIOR TEXT	V6412726	4210	739.60	00195863
			904.29	00196703
SUPPLYMASTER	V6404538	4310	258.17	00195913
			309.80	00196130
SWEETWATER SOUND LLC	V6415384	4310	2,963.46	00196787
SWITZER, MICHAEL	V6411497	5220	55.81	00196538
T MOBILE	V6410424	5918	14,670.70	00196131
			5,182.09	00196193
			1,264.20	00196495
			14,670.70	00196916
			1,264.20	00196917
TALBERG, JONATHAN	V6415564	5805	500.00	00195864
TAO ROSSINI A PROFESSIONAL	V6414113	5821	4,290.00	00195992
			1,462.50	00196132
TARANGO, PABLO	V6415589	5210	54.00	00196133
TEACHER'S DISCOVERY	V6404620	4210	185.83	00195939
TEAMCIVX LLC	V6415121	5810	6,500.00	00196662
TELL STEEL	V6404633	4376	734.03	00196730
TERKI HASSAINE, FRANCES	V6413511	4390	1,185.26	00196836
TERRE HRADNANSKY AND	V6415227	5880	1,394.91	00195865
			2,460.00	00196194
			2,348.90	00196539
			345.00	00196918
TERRIQUEZ, KORRINE	V6415066	5210	240.07	00196290
TFD UNLIMITED LLC	V6413781	4310	1,777.88	00195914
THE UPWARD BOUND SCHOOL INC.	V6415298	5860	13,541.50	00196195
			16,733.00	00196291
			12,535.00	00196629
THOMAS W PHILLIPS	V6415597	5805	1,000.00	00196496
TIME AND ALARM SYSTEM	V6404729	4355	494.18	00195915
			1,696.76	00196159
		5610	478.00	00195915
TOLEDO PHYSICAL EDUCATION SUPPLY	V6404740	4310	802.78	00196134
			62.04	00196160
			217.16	00196369
TORK WINCH	V6414341	4410	2,646.85	00196497
TOTALLY PROMOTIONAL	V6411321	5810	173.53	00196045
TRAN, THAO	V6412446	5220	49.25	00195940
		8699	55.02	00196340
TRAN, TRACY	V6415616	5210	455.00	00196837
TRANE COMPANY, THE	V6407007	4355	1,077.49	00196196
			2,093.07	00196788
			132.33	00196838
		4410	1,543.33	00196838
		5880	4,280.01	00196498
TRILLIUM USA COMPANY LLC	V6414462	4383	2,240.47	00195993
			2,283.60	00196231
			2,348.89	00196540
			140.04	00196731
			2,205.84	00196825
			1,716.08	00196839

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
TRUCK PRO PTO SALES CORPORATION	V6403784	4376	1,293.43	00195866
			1,510.87	00196046
			1,956.18	00196826
		4385	253.62	00196232
			240.38	00196732
TUPARAN, LUIS	V6410822	5220	96.08	00196596
TURF STAR INC	V6404805	4347	3.66	00196197
			243.68	00196499
			883.36	00196630
			305.38	00196789
			152.35	00196919
TURNING WINDS	V6415541	5860	16,600.00	00196233
TWINING CONSULTING	V6412575	6269	1,236.00	00196161
		6290	4,120.00	00196161
U S BANK	V6406908	5880	1,000.00	00196790
U S BANK	V6406511	4310	7,622.80	00196426
		4320	4,886.05	00196426
		4347	2,816.46	00196426
		4390	4,478.67	00196426
		4410	6,204.23	00196426
		4700	37.66	00196426
		5210	5,335.00	00196426
		5805	856.80	00196426
		5880	4,231.67	00196426
U S POSTAL SERVICE	V6404814	5610	320.00	00196597
		5910	3,816.74	00196292
ULINE	V6406546	4320	539.14	00196293
		4355	1,483.13	00196663
		5610	324.44	00195867
			298.32	00196704
		5620	3,651.97	00195941
		9320	205.84	00196293
UNION AUTO SERVICE CENTER	V6404840	4370	2,542.33	00196047
		5610	1,818.00	00196047
UNITED RENTALS	V6404854	5620	1,474.02	00195868
			1,474.02	00196791
UNIVERSAL ASPHALT	V6404860	5610	28,500.00	00196198
UNIVERSAL STUDIOS HOLLYWOOD	V6404863	5880	2,924.00	00195869
UPROAR THEATRICS	V6415145	4310	2,000.00	00195870
		5880	400.00	00195870
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	1,616.25	00196088
VALHALLAN ESPORTS LEAGUE LLC	V6414967	5310	264.00	00196664
VALLEY VISTA SERVICES INC	V6411966	5580	8,537.54	00196234
VAN WYE, SILVIA	V6412078	5220	13.67	00196048
			42.81	00196370
VARGAS, ERNESTO	V6414925	5880	3,330.38	00195942
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	75.71	00196541
VERA, JECENIA	V6415574	5220	19.43	00195871
VERNIER SOFTWARE & TECH.	V6404919	4210	126.06	00195916
VERTICAL TRANSPORT INC	V6413440	5610	6,620.31	00196235
			1,580.00	00196294
			4,376.84	00196500
			2,180.00	00196792
VEX ROBOTICS INC	V6410612	4410	8,919.47	00196501

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
VILDOSOLA, PATRICIA	V6413267	5220	136.35	00196542
VILLALUZ, MAHOGANY	V6414893	5220	2.68	00196049
			25.13	00196543
VISION COMMUNICATIONS CO.	V6404955	4410	900.79	00196199
		5610	125.00	00196199
VISTA PAINT CORPORATION	V6404961	4310	618.25	00196502
		4355	579.80	00195872
			416.16	00195994
			672.47	00196089
			345.73	00196236
			799.14	00196502
			118.41	00196598
			734.56	00196920
		5620	151.82	00196371
W STRATEGIES LLC	V6414038	5805	5,000.00	00196162
WALKER JR HIGH SCHOOL	V6404990	5810	80.00	00196135
		8699	65.29	00195995
WALTERS WHOLESALE ELECTRIC CO	V6409053	4355	861.12	00195873
			913.36	00195996
			122.70	00196136
			86.71	00196163
			226.89	00196341
			471.74	00196599
WANG, DEAN	V6407202	4310	136.10	00196200
WARD'S NATURAL SCIENCE EST	V6404999	4410	40.34	00195874
			1,244.90	00196164
WASHINGTON MUSIC CENTER	V6413436	4310	2,600.01	00195875
			1,589.16	00196427
			3,334.70	00196503
			306.01	00196793
		6490	6,634.49	00196427
WATERLINE TECHNOLOGIES INC.	V6403700	4355	1,223.93	00195943
			2,945.78	00195997
			1,822.67	00196237
			2,801.22	00196372
			2,706.25	00196631
			4,520.78	00196733
		4410	1,984.69	00196237
		5610	555.00	00196237
WAXIE SANITARY SUPPLY	V6405008	4347	363.66	00196165
		9320	4,832.37	00195876
			1,351.79	00196428
			664.95	00196794
WEATHERPROOFING TECHNOLOGIES INC	V6413385	5610	3,550.00	00196238
WEIGHT ROOM SUPPLIES	V6415530	4310	10,000.00	00196201
WELLING, LORRAINE SHAW	V6412260	5210	767.63	00196504
		5880	816.00	00195877
WELLNESS COUNCIL OF AMERICA	V6412938	5310	420.00	00195878
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	13,596.81	00196795
WESTERN DRAIN SUPPLY	V6415126	4355	34.70	00196202
WESTERN HIGH SCHOOL ASB	V6405044	8699	491.07	00195998

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
WESTERN PROPANE SERVICES INC	V6414407	4383	361.07	00195879
			128.52	00195917
			101.91	00196734
			99.11	00196796
WILNER & O'REILLY APLC	V6415537	5821	5,460.00	00196797
WINZER	V6412060	4375	338.81	00196600
WIPEBOOK CORP.	V6414323	4310	1,173.17	00196429
YARIJANIAN AND ASSOCIATES	V6413731	5821	6,000.00	00196137
YENNIS PARTY RENTALS INC.	V6413218	5620	7,803.85	00195880
YI, ERIKA	V6415550	5210	22.00	00196705
YOUTH CARE OF UTAH INC	V6414051	5860	19,800.00	00196295
ZONAR SYSTEMS INC	V6412168	5610	38,914.97	00196166
		5880	408.24	00196166
GENERAL FUND (0101)			**15,736,391.31**	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	3,708.00	00196373
BYROM-DAVEY INC	V6414694	6270	634,349.74	00195999
			76,738.55	00196050
			772,528.06	00196138
CRISP IMAGING	V6408990	6241	3,110.73	00196239
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	400,000.00	00196296
J AND A FENCE	V6409989	6274	4,675.00	00196051
PJHM ARCHITECTS INC	V6414522	6212	8,178.13	00196052
TWINING CONSULTING	V6412575	6290	1,205.00	00196139
			64,523.75	00196240
WESTGROUP DESIGNS	V6409776	6212	8,165.00	00196053
GOB ELECTION SERIES 2019 FUND (2127)			**1,977,181.96**	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	3,090.00	00196374
CONTAINER ALLIANCE	V6412976	6274	314.28	00196140
CULVER NEWLIN	V6411589	4310	146,347.74	00196735
		4410	173,595.64	00196735
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	2,627,207.22	00196297
			2,760,147.28	00196840
HENRY SCHEIN INC.	V6403123	4410	3,266.21	00196632
INTELESYSONE INC.	V6412444	4410	1,383.21	00196298
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	5,974.00	00196411
LITTLE DIVERSIFIED ARCHITECTURAL CONSULTING	V6414502	6212	2,047.50	00195944
			5,359.50	00195945
PUBLIC ECONOMICS INC	V6403787	5810	27.40	00195946
REVOLVING CASH FUND	V6405190	8681	2,016.89	00196342
TWINING CONSULTING	V6412575	6290	1,381.75	00196241
CAPITAL FACILITIES FUND (2525)			**5,732,158.62**	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	3,090.00	00196375
ENCORP	V6409154	6250	2,430.00	00196376
RUHNAU CLARKE ARCHITECTS	V6412249	6212	20,499.00	00196505
CAPITAL FACILITIES RDA FUND (2545)			**26,019.00**	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	10,197.00	00196377

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
BYROM-DAVEY INC	V6414694	6270	193,880.11	00196054
CASE AND SONS CONSTRUCTION INC	V6400796	6274	800.00	00196378
CITIZENS BUSINESS BANK	V6415293	6270	42,297.16	00196141
CONSTRUCT 1 ONE CORP	V6415278	6270	534,950.67	00196841
CRISP IMAGING	V6408990	6241	6,135.93	00196242
DLR GROUP INC	V6414501	6212	15,020.24	00196055
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	1,182,281.42	00196343
			593,578.91	00196665
JOHNSON FAVARO	V6412904	6212	42,939.05	00196379
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	56,549.06	00196412
NEFF CONSTRUCTION INC	V6415256	6270	803,646.16	00196142
RACHLIN PARTNERS	V6414596	6212	3,835.87	00196143
SGH ARCHITECTS	V6414521	6212	1,077.00	00196380
TWINING CONSULTING	V6412575	6290	566.50	00196243
SPECIAL RESERVE FUND (4040)			**3,487,755.08**	
AUHSD	V6400400	5890	9,802.89	00196344
WORKERS COMPENSATION FUND (6768)			**9,802.89**	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	11,765.25	00195947
			12,054.88	00196921
AUHSD	V6400400	5891	799,814.66	00195881
			731,169.09	00196090
			742,819.32	00196244
			2,033,092.14	00196706
			1,075,565.00	00196842
		5895	328,056.12	00195881
			259,691.30	00196090
			208,177.38	00196244
			573,187.89	00196706
			278,544.42	00196842
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	223,427.00	00196381
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	17,521.14	00196167
			16,557.54	00196922
EXPRESS SCRIPTS INC.	V6410974	5895	3,702.61	00196633
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	11,250.00	00196506
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	19,791.01	00196091
LUMINARE HEALTH BENEFITS INC	V6415407	5812	486,691.15	00195918
			461,749.99	00196884
RETIREE FIRST LLC.	V6413748	5466	189,678.78	00195948
			189,117.63	00196736
VISION SERVICE PLAN	V6404956	5464	55,022.58	00196092
			52,923.52	00196843
HEALTH AND WELFARE INSURANCE FUND (6769)			**8,781,370.40**	
GREATER ANAHEIM SELPA	V6401927	7500	4,796,834.00	00196601
WARRANT PASS THRU FUND (7676)			**4,796,834.00**	
GRAND TOTAL ALL FUNDS			**40,547,513.26**	

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
Apr-24

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	465,675.23	317,516.26	1,000.00	57,063.03	375,579.29
Western	392,292.03	285,076.43	1,275.00	132,786.88	419,138.31
Magnolia	152,817.19	149,230.38	700.00	-	149,930.38
Savanna	106,240.78	132,337.57	500.00		132,837.57
Loara	255,327.14	187,419.92	800.00	38,265.15	226,485.07
Katella	312,253.39	305,846.59	2,100.00	-	307,946.59
Kennedy	422,709.03	439,100.36	1,300.00		440,400.36
Cypress	868,132.72	846,067.02	1,700.00		847,767.02
Brookhurst	15,298.36	16,033.35	180.00		16,213.35
Orangeview	17,835.04	18,108.27			18,108.27
Walker	54,052.33	59,972.42			59,972.42
Dale	58,366.71	57,531.24	200.00		57,731.24
Sycamore	17,787.74	19,616.18			19,616.18
Ball	18,339.51	17,298.84			17,298.84
South	71,536.87	74,407.04			74,407.04
Oxford	635,755.45	618,154.50	260.00		618,414.50
Lexington	97,512.13	72,979.26			72,979.26
Hope	77,322.20	77,948.15			77,948.15
Gilbert	38,044.56	40,166.56			40,166.56
Cambridge	6,289.77	6,488.39			6,488.39
Total	4,083,588.18	3,741,298.73	10,015.00	228,115.06	3,979,428.79

Anaheim Union High School District

Cafeteria Fund

Financial Statements

March 2024

Balance Sheet

Anaheim Union High School District

03/31/2024

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$12,201,536.84
9122	Change Fund	$5,650.00
Total CASH		$12,207,186.84
RECEIVABLE		
9210	A/R - Current	$13,196.54
9280	A/R - State	$3,300,171.19
9290	A/R - Federal	$5,811,473.19
Total RECEIVABLE		$9,124,840.92
INVENTORIES		
9321	Food	$357,561.84
9323	Supplies	$247,506.41
Total INVENTORIES		$605,068.25
Total Asset		**$21,937,096.01**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$2,790,297.10
9580	Sales Tax Liability	$1,701.74
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$157,733.88
Total LIABILITIES		$2,949,732.72
Total Liability		**$2,949,732.72**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	$2,799,332.90
9798	Fund Balance	$10,908,297.05
Total FUND BALANCE		$13,707,629.95
Total Fund Balance		**$13,707,629.95**
Current Year Profit (Loss)		**$5,279,733.29**
Total Liabilities and Fund Balance		**$21,937,095.96**

Show all data

Statement of Revenue and Expense

Anaheim Union High School District

	Period 9 Ending in 03/31/2024				Period 9 Ending in 03/31/2023			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8635	$36,093.50	1.15%	$371,907.34	1.41%	$40,961.06	1.17%	$420,152.31	1.77%
A La Carte Sales								
8636	$54.32	0.00%	$567.33	0.00%	$42.24	0.00%	$246.94	0.00%
Adult Rev. - Breakfast								
8637	$495.70	0.02%	$5,548.17	0.02%	$996.70	0.03%	$5,881.10	0.02%
Adult Rev. - Lunch								
Local Revenue	**$36,643.52**	**1.16%**	**$378,022.84**	**1.43%**	**$42,000.00**	**1.20%**	**$426,280.35**	**1.80%**
Federal Reimbursements								
8200	$389,140.85	12.36%	$2,911,821.21	11.03%	$403,530.40	11.49%	$2,581,599.74	10.88%
Federal Meal Revenue-Breakfast								
8220	$1,512,237.90	48.03%	$11,913,254.80	45.14%	$1,773,145.76	50.50%	$12,094,223.97	50.98%
Federal Meal Revenue-Lunch								
8290	$20,030.40	0.64%	$1,533,087.73	5.81%	$128,160.36	3.65%	$730,435.32	3.08%
Misc Federal Revenue-Snack								
Federal Reimbursements	**$1,921,409.15**	**61.02%**	**$16,358,163.74**	**61.98%**	**$2,304,836.52**	**65.64%**	**$15,406,259.03**	**64.94%**
State Reimbursements								
8500	$271,540.07	8.62%	$2,031,882.92	7.70%	$262,365.86	7.47%	$1,672,771.63	7.05%
State Meal Revenue-Breakfast								
8520	$821,484.00	26.09%	$7,456,711.89	28.25%	$853,676.75	24.31%	$5,804,039.89	24.46%
State Meal Revenue-Lunch								
8590	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$274,166.05	1.16%
Misc State Revenue								
State Reimbursements	**$1,093,024.07**	**34.71%**	**$9,488,594.81**	**35.95%**	**$1,116,042.61**	**31.78%**	**$7,750,977.57**	**32.67%**
Other Revenue								
8638	($2.73)	0.00%	($513.01)	0.00%	($151.21)	0.00%	($1,308.92)	-0.01%
Cash Over & Short								
8699	$97,531.99	3.10%	$170,156.64	0.64%	$48,728.81	1.39%	$141,880.87	0.60%
Spec Activity/Cater								
Other Revenue	**$97,529.26**	**3.10%**	**$169,643.63**	**0.64%**	**$48,577.60**	**1.38%**	**$140,571.95**	**0.59%**
Total Revenue	**$3,148,606.00**	**100.00%**	**$26,394,425.02**	**100.00%**	**$3,511,456.73**	**100.00%**	**$23,724,088.90**	**100.00%**
Expense								
Food Purchases & Govnmt								
4700	$999,966.76	31.76%	$7,615,308.87	28.85%	$1,051,647.39	29.95%	$6,866,945.12	28.95%
Food Purchases								
4701	$27,281.14	0.87%	$216,730.31	0.82%	$0.00	0.00%	$0.00	0.00%
Food Purchases - SFBP								
Food Purchases & Govnmt	**$1,027,247.90**	**32.63%**	**$7,832,039.18**	**29.67%**	**$1,051,647.39**	**29.95%**	**$6,866,945.12**	**28.95%**
Supplies								
4300	$19,932.78	0.63%	$189,124.38	0.72%	$19,159.11	0.55%	$233,246.84	0.98%
Materials & Supplies								
4400	$4,945.72	0.16%	$63,887.17	0.24%	$3,633.64	0.10%	$104,115.80	0.44%
Noncapitalized Equipment-Over $500								
4790	$75,018.20	2.38%	$771,335.87	2.92%	$113,188.76	3.22%	$748,484.44	3.15%
Supplies (Food)								
Supplies	**$99,896.70**	**3.17%**	**$1,024,347.42**	**3.88%**	**$135,981.51**	**3.87%**	**$1,085,847.08**	**4.58%**
Salaries								
2200	$840,766.23	26.70%	$6,584,842.81	24.95%	$1,077,156.14	30.68%	$6,537,197.91	27.56%
Classified Salaries								

Statement of Revenue and Expense

Anaheim Union High School District

	Period 9 Ending in 03/31/2024				Period 9 Ending in 03/31/2023			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2300 Class.Sup/Admin Salaries	$40,496.17	1.29%	$362,768.53	1.37%	$60,687.61	1.73%	$359,845.47	1.52%
2400 Clerical/Office Salaries	$50,452.76	1.60%	$386,425.02	1.46%	$41,190.05	1.17%	$346,728.56	1.46%
Salaries	**$931,715.16**	**29.59%**	**$7,334,036.36**	**27.79%**	**$1,179,033.80**	**33.58%**	**$7,243,771.94**	**30.53%**
Benefits								
3202 PERS, Classified Position	$194,148.30	6.17%	$1,559,328.10	5.91%	$233,613.37	6.65%	$1,443,902.35	6.09%
3302 OASD/MED/Classified Position	$69,494.72	2.21%	$551,193.54	2.09%	$89,281.25	2.54%	$547,467.85	2.31%
3402 Hlth/Welfare, Classified	$213,344.09	6.78%	$1,820,595.25	6.90%	$201,821.00	5.75%	$1,715,363.17	7.23%
3502 SUI, Classified Position	$463.84	0.01%	$3,639.72	0.01%	$5,915.51	0.17%	$36,294.38	0.15%
3602 Workers Comp, Classified	$22,975.88	0.73%	$180,975.31	0.69%	$30,174.67	0.86%	$185,377.35	0.78%
Benefits	**$500,426.83**	**15.89%**	**$4,115,731.92**	**15.59%**	**$560,805.80**	**15.97%**	**$3,928,405.10**	**16.56%**
Other Expenses								
5200 Travel & Conference	$789.18	0.03%	$16,745.02	0.06%	$2,019.47	0.06%	$15,056.06	0.06%
5500 Operation & Housekeeping	$11,675.00	0.37%	$175,102.51	0.66%	$11,910.00	0.34%	$202,916.98	0.86%
5600 Rental/Lease/Repair	$4,237.99	0.13%	$25,489.20	0.10%	$16,246.43	0.46%	$94,753.02	0.40%
5800 Prof. Consult Service/Other Operating Exp	$344.80	0.01%	$154,539.76	0.59%	$149,730.07	4.26%	$189,614.70	0.80%
5900 Fax, Pager, Postage	$44.80	0.00%	$275.31	0.00%	$15.60	0.00%	$104.25	0.00%
7350 Dir/Ind Supp. Intf	$0.00	0.00%	$0.00	0.00%	($10,048.83)	-0.29%	$0.00	0.00%
Other Expenses	**$17,091.77**	**0.54%**	**$372,151.80**	**1.41%**	**$169,872.74**	**4.84%**	**$502,445.01**	**2.12%**
Capital Outlay								
6500 Equipment- Over $5000	$297,710.47	9.46%	$436,385.05	1.65%	$489,761.86	13.95%	$524,965.94	2.21%
Capital Outlay	**$297,710.47**	**9.46%**	**$436,385.05**	**1.65%**	**$489,761.86**	**13.95%**	**$524,965.94**	**2.21%**
Total Expense	**$2,874,088.83**	**91.28%**	**$21,114,691.73**	**80.00%**	**$3,587,103.10**	**102.15%**	**$20,152,380.19**	**84.94%**
Net Profit (Loss)	**$274,517.17**	**8.72%**	**$5,279,733.29**	**20.00%**	**($75,646.37)**	**-2.15%**	**$3,571,708.71**	**15.06%**

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2023/24 MONTHLY ENROLLMENT REPORT
Month 10
4/29/24 to 5/23/24

SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
Anaheim	665	636	645	536	2,482	3	188	2,673
Cypress	606	657	657	595	2,515	-	84	2,599
Katella	571	578	560	558	2,267	-	155	2,422
Kennedy	456	497	489	481	1,923	1	67	1,991
Loara	356	362	352	326	1,396	-	106	1,502
Magnolia	405	363	372	352	1,492	1	127	1,620
Oxford	218	201	208	191	818	-	-	818
Savanna	320	398	392	382	1,492	-	74	1,566
Western	387	403	362	362	1,514	-	87	1,601
Total Comprehensive	**3,984**	**4,095**	**4,037**	**3,783**	**15,899**	**5**	**888**	**16,792**
Anaheim Independent Learning Center	-	3	20	125	148	-	1	149
Cambridge Virtual Academy	27	35	27	21	110	-	-	110
Cypress Satellite Independent Study	14	18	36	20	88	-	-	88
Gilbert High School	1	6	125	280	412	-	154	566
Katella Satellite Independent Study	10	18	31	14	73	-	-	73
Kennedy Satellite Independent Study	11	25	33	14	83	-	-	83
Nonpublic School	-	-	-	-	-	-	34	34
Polaris High School	19	29	38	16	102	-	-	102
Special Education Transition Program	-	-	-	-	-		167	167
Western Independent Learning Center	-	9	46	79	134	-	-	134
Total Alternative Ed	**82**	**105**	**356**	**569**	**1,112**	**-**	**356**	**1,506**
Hope	-	-	-	-	-	15	214	229
Total Senior High Schools	**4,066**	**4,200**	**4,393**	**4,352**	**17,011**	**20**	**1,458**	**18,527**

SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm		SP ED		TOTAL STUDENTS
Ball	385	383	768	-		57		825
Brookhurst	341	373	714	-		53		767
Dale	511	481	992	-		54		1,046
Lexington	570	665	1,235	-		35		1,270
Orangeview	315	258	573	-		67		640
Oxford	229	226	455	1		-		456
South	585	564	1,149	-		62		1,211
Sycamore	612	554	1,166	2		81		1,249
Walker	423	400	823	-		36		859
Total Comprehensive	**3,971**	**3,904**	**7,875**	**3**		**445**		**8,323**
Cambridge Virtual Academy	24	25	49	-		-		49
Nonpublic School	-	-	-	-		17		17
Polaris High School	13	39	52	-		3		55
Total Alternative Ed	**13**	**39**	**52**	**-**		**20**		**121**
Total Junior High Schools	**3,984**	**3,943**	**7,927**	**3**		**465**		**8,444**

DISTRICT TOTAL	**26,971**

EXHIBIT PP

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2023/24 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 10

HIGH SCHOOL	Month 9	Month 10	Growth v. (Decline)
Anaheim	2,672	2,673	1
Cypress	2,600	2,599	(1)
Katella	2,424	2,422	(2)
Kennedy	1,995	1,991	(4)
Loara	1,500	1,502	2
Magnolia	1,624	1,620	(4)
Oxford	819	818	(1)
Savanna	1,564	1,566	2
Western	1,602	1,601	(1)
Total Senior High	**16,800**	**16,792**	**(8)**

JUNIOR HIGH SCHOOL	Month 9	Month 10	Growth v. (Decline)
Ball	824	825	1
Brookhurst	765	767	2
Dale	1,045	1,046	1
Lexington	1,270	1,270	-
Orangeview	641	640	(1)
Oxford	456	456	-
South	1,210	1,211	1
Sycamore	1,249	1,249	-
Walker	858	859	1
Total Junior High	**8,318**	**8,323**	**5**

Total Comprehensive Schools	**25,118**	**25,115**	**(3)**

Alternative Education	Month 9	Month 10	Growth v. (Decline)
Anaheim Independent Learning Center	149	149	-
Cambridge Virtual Academy	160	159	(1)
Cypress Satellite Independent Study	97	88	(9)
Gilbert High School	573	566	(7)
Hope School	229	229	-
Katella Satellite Independent Study	78	73	(5)
Kennedy Satellite Independent Study	94	83	(11)
Nonpublic School	53	51	(2)
Polaris High School	163	157	(6)
Special Education Transition Program	167	167	-
Western Independent Learning Center	137	134	(3)
Total Alternative Ed.	**1,900**	**1,856**	**(44)**
District Total	**27,018**	**26,971**	**(47)**

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2023/24 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - YEAR to YEAR COMPARISON
Month 10

HIGH SCHOOL	2022/23	2023/24	Growth v. (Decline)
Anaheim	2,745	2,673	(72)
Cypress	2,756	2,599	(157)
Katella	2,480	2,422	(58)
Kennedy	2,025	1,991	(34)
Loara	1,573	1,502	(71)
Magnolia	1,520	1,620	100
Oxford	808	818	10
Savanna	1,641	1,566	(75)
Western	1,627	1,601	(26)
Total Senior High	**17,175**	**16,792**	**(383)**

JUNIOR HIGH SCHOOL	2022/23	2023/24	Growth v. (Decline)
Ball	792	825	33
Brookhurst	770	767	(3)
Dale	1,024	1,046	22
Lexington	1,277	1,270	(7)
Orangeview	684	640	(44)
Oxford	465	456	(9)
South	1,283	1,211	(72)
Sycamore	1,253	1,249	(4)
Walker	860	859	(1)
Total Junior High	**8,408**	**8,323**	**(85)**

Total Comprehensive Schools	**25,583**	**25,115**	**(468)**

Alternative Education	2022/23	2023/24	Growth v. (Decline)
Anaheim Independent Learning Center	145	149	4
Cambridge Virtual Academy	145	159	14
Cypress Satellite Independent Study	-	88	88
Gilbert High School	668	566	(102)
Hope School	243	229	(14)
Katella Satellite Independent Study	111	73	(38)
Kennedy Satellite Independent Study	126	83	(43)
Nonpublic School	42	51	9
Polaris High School	230	157	(73)
Special Education Transition Program	170	167	(3)
Western Independent Learning Center	101	134	33
Total Alternative Ed.	**1,981**	**1,856**	**(125)**
District Total	**27,564**	**26,971**	**(593)**

NONDISCRIMINATION/HARASSMENT 8900-R (AR 5145.3)

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in BP 91200 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

~~Uniform Complaint Procedure Compliance Officer (Students)~~ **Equity Compliance Officer (Students)**
Student Support Services
501 N. Crescent Way, Anaheim, CA 92801
(714)999-5621
~~stout_l@auhsd.us~~ **EquityComplianceOfficer@auhsd.us**

Title IX Coordinator (Student)
Student Support Services
501 N. Crescent Way, Anaheim, CA 92801
(714)999-5621
TitleIXCoordinator@auhsd.us

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications

2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

4. Post in a prominent location on the district web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)

    a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

    b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

    c. A description of how to file a complaint of noncompliance under Title IX, which shall include:

        i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

        ii. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site

        iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

    d. A link to the Title IX information included on the California Department of Education's (CDE) web site

5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)

6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.

7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

   If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students.

10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including

discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 8900 (5145.3) - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint. Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint. Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall notify the student or parent/guardian of the right to file a formal complaint in accordance with BP 91200 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the compliance

officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination. Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Issues Unique to Intersex, Nonbinary, Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Intersex student means a student with natural bodily variations in anatomy, hormones, chromosomes, and other traits that differ from expectations generally associated with female and male bodies.

Nonbinary student means a student whose gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether or not the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.

Transgender student means a student whose gender identity is different from the gender assigned at birth. The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity

2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable

3. Blocking a student's entry to the restroom that corresponds to the student's gender identity

4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex

5. Revealing a student's gender identity to individuals who do not have a legitimate need for the information, without the student's consent

6. Using gender-specific slurs

7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The district's uniform complaint procedures (BP 91200) or Title IX sexual harassment procedures (BP 8708), as applicable, shall be used to report and resolve complaints alleging discrimination against intersex, nonbinary, transgender, and gender-nonconforming students. Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's gender identity, discriminatory enforcement of a dress code, and other instances of gender-based harassment. To ensure that intersex, nonbinary, transgender, and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's intersex, nonbinary, transgender, or gender-nonconforming status is the student's private information. The district shall develop strategies to prevent unauthorized disclosure of students' private information. Such strategies may include, but are not limited to, collecting or maintaining information about student gender only when relevant to the educational program or activity, protecting or revealing a student's gender identity as necessary to protect the health or safety of the student, and keeping a student's unofficial record separate from the official record.
   The district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow

disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's intersex, nonbinary, transgender, or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer or designee. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming student. If the student permits the employee to notify the compliance officer or designee, the employee shall do so within three school days. As appropriate given the student's need for support, the compliance officer or designee may discuss with the student any need to disclose the student's intersex, nonbinary, transgender, or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

2. Determining a Student's Gender Identity: The compliance officer or designee shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a Student's Transition Needs: The compliance officer or designee shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the intersex, nonbinary, transgender, or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer or designee shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about

the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is intersex, nonbinary, transgender, or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

5. Student Records: Upon each student's enrollment, the district is required to maintain a mandatory permanent student record (official record) that includes the student's gender and legal name. A student's legal name as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. A student's gender as entered on the student's official record required pursuant to 5 CCR 432 shall only be changed with written authorization of a parent/guardian having legal custody of the student. (Education Code 49061) However, when proper documentation or authorization, as applicable, is not submitted with a request to change a student's legal name or gender, any change to the student's record shall be limited to the student's unofficial records such as attendance sheets, report cards, and school identification.

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

IDENTIFICATION AND EDUCATION UNDER SECTION 504 8200-R (AR 6164.6)

The Superintendent designates the following position as the district's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973: (34 CFR 104.7)

~~Director,~~ **~~Innovative Programs and Instructional Systems~~**
504 Coordinator
Director, School Mental Health and Wellness
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
~~(714) 999-3511~~ **(714)999-7734**
504Coordinator@auhsd.us

Definitions

For the purpose of implementing Section 504, the following terms and phrases shall have only the meanings specified below:

"Free appropriate public education" (FAPE) means the provision of regular or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of students without disabilities are met, at no cost to the student or his or her parent or guardian except when a fee is specifically authorized by law for all students. (34 CFR 104.33)

"Student with a disability" means a student who has a physical or mental impairment which substantially limits one or more major life activities, who has a record of such an impairment, or who is regarded as having such an impairment. (28 CFR 35.108)

"Physical impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genito-urinary, immune, hemic, lymphatic, skin, and endocrine. (28 CFR 35.108)

"Mental impairment" means any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability. (28 CFR 35.108)

"Substantially limits major life activities" means limiting a person's ability to perform functions, as compared to most people in the general population, such as caring for himself or herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, and working. "Major life activities" also includes major bodily functions such as functions of the immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, as well as the operation of an individual organ within a body system. The determination of whether an impairment substantially limits a student's major life activities shall be made without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures are measures that an individual may use to eliminate or reduce the effects of an impairment, including, but not limited to, medications, medical supplies or equipment, prosthetic devices, assistive devices, reasonable modifications or auxiliary aids or services, learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy. (42 USC 12102; 28 CFR 35.108)

Referral, Identification, and Evaluation

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent or guardian, teacher, other school employee, educational monitoring team, or community agency may refer a student to the principal or designee or to the District 504 Coordinator for identification as a student with a disability under Section 504.

2. Upon receipt of any such referral, the principal, designee, 504 Coordinator, or other qualified individual with expertise in the area of the student's suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student's school records, including those in academic and nonacademic areas of the school program; consultation with the student's teachers, other professionals, and the parent or guardian, as appropriate; and analysis of the student's needs.

   If it is determined that an evaluation is unnecessary, the principal, designee, or 504 Coordinator shall inform the parents or guardians in writing of this decision and of the procedural safeguards available, as described in the "Procedural Safeguards" section below.

3. If the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to his or her initial placement. (34 CFR 104.35)

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent or guardian consent.

The district's evaluation procedures shall ensure that the tests and other evaluation materials: (34 CFR 104.35)

a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers;

b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient;

c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than his or her impaired sensory, manual, or speaking skills, except where those skills are the factors that the tests purport to measure.

Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A 504 team shall be convened to review the evaluation data in order to make placement decisions. The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options (34 CFR 104.35) including an administrator, a school counselor, one or more of the student's teachers, other program staff as appropriate (e.g., nurse, psychologist, social worker, Regional Occupational Program instructor), parents or guardians, and the student.

   In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

   The parents or guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a person with a disability under Section 504 and shall state the basis for the determination that no special services are presently needed. The student's parent or guardian shall be informed in writing of his or her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.

4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his or her individual needs. (34 CFR 104.34)

5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame, generally not later than 60 days following consent to assess.

6. A copy of the student's Section 504 services plan shall be kept in his or her student record. The student's teachers and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

Review and Reevaluation

The 504 team shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs

of students without disabilities are met. In addition, each student with a disability under Section 504 shall be reevaluated at least once every three years.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

Procedural Safeguards

The Superintendent or designee shall notify the parents or guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. The Superintendent or designee also shall notify the parents or guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

If a parent or guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his or her child under Section 504, he or she may request a Section 504 due process hearing within 30 days of that action or decision.

Prior to requesting a Section 504 due process hearing, the parent or guardian may, at his or her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The 504 Coordinator shall designate an appropriate administrator to meet with the parent or guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent or guardian's request. If the parent or guardian is not satisfied with the resolution of the issue, or if the parent or guardian did not request an administrative review, he or she may request a Section 504 due process hearing.

A Section 504 due process hearing shall be conducted in accordance with the following procedures:

1. The parent or guardian shall submit a written request to the 504 Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:

    a. The specific nature of the decision with which he or she disagrees;

    b. The specific relief he or she seeks;

c. Any other information he or she believes is pertinent to resolving the disagreement.

2. Within 30 days of receiving the parent or guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.

3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.

4. The parties to the hearing shall be afforded the right to:

   a. Be accompanied and advised by legal counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504;

   b. Present written and oral evidence;

   c. Question and cross-examine witnesses;

   d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision.

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents or guardians of the district's duty under Section 504. (34 CFR 104.32)

Procedures for Implementing Section 504 Plans in Regional Occupational Programs

The District is committed to providing a FAPE in regional occupational programs ("ROP") to District students who have disabilities within the meaning of Section 504. The District shall ensure Section 504 students will not be denied the benefits of, excluded from participation in, or otherwise subjected to discrimination in ROP courses because of the absence of accommodations, aids, or services designed to meet their individual educational needs. A student with a disability may be entitled to implementation of their Section 504 Plan, and other accommodations, aids, or services

in ROP provided courses. The student's Section 504 Team, which includes an ROP Instructional Administrator, is responsible for implementing a student's Section 504 Plan and/or any other appropriate accommodations, aids, or services in ROP provided courses.

Provision of 504 Accommodations to Students in ROP Courses

The application for an ROP course will identify whether a student has a Section 504 plan. When a student with a Section 504 Plan applies for an ROP course, the school's Career Guidance Specialist ("CGS") shall notify the student's 504 case carrier. The student's 504 case carrier and ROP Instructional Administrator will promptly meet with student and/or parent to (1) review the accommodations, aids, or services contained in student's Section 504 Plan, (2) review the requirements of the ROP Course, and (3) determine whether additional accommodations, aids, or services may need to be discussed by the Section 504 Team.

If the student may require additional accommodations, aids, or services considering the course requirements, the student's 504 case carrier will promptly schedule and convene a Section 504 Team meeting, which will include an ROP Instructional Administrator, for the following reasons:

1. Review the current accommodations, aids, or services to determine whether student's current Section 504 Plan will meet student's needs in the ROP course.

2. Review the ROP course description and the requirements associated with the course.

3. Discuss additional accommodations, aids or services that may be necessary to allow student access to participate in the ROP course.

4. Document all decisions regarding implementation of the Section 504 Plan and/or other accommodations, aids, and services in the ROP course.

5. If the Section 504 Team determines that the student can participate in the ROP course with the Section 504 Plan, the following will occur:

    a. The decision will be discussed with the student and documented in student's Section 504 Plan. District will provide Student a copy of the Section 504 Plan and a copy of the Section 504 procedural safeguards.

    b. Prior to the start of the ROP course, the CGS or guidance counselor shall provide copies of student's Section 504 Plan to all personnel responsible for implementing the plan.

c. Prior to the start of the ROP course, ROP's Instructional Administrator shall provide copies of student's Section 504 Plan to all ROP personnel responsible for implementing the plan.

d. The student's Section 504 Plan will be implemented the first day of the ROP course. If it is determined that the student's Section 504 Plan cannot be implemented at the start of the ROP course, the ROP Instructional Administrator will inform the student in writing of the projected timeframe for implementation.

6. If the Section 504 Team determines that student cannot participate in the ROP course with the current Section 504 Plan, with alternative accommodations, aids, or services discussed by the Section 504 Team, and/or with the accommodations, aids and services requested by student, the following will occur:

a. The reasons for the Section 504 Team's determination that the student cannot participate in the ROP course will be discussed with the student and documented in the notes section of the student's Section 504 Plan. District shall provide Student a copy of the Section 504 Plan and meeting notes and a copy of the Section 504 procedural safeguards, which shall include these procedures.

b. If changes to the Section 504 Plan, including accommodations, aids, or services requested by student, are not possible, the Section 504 Team will explore with the student alternative ROP courses that could reasonably implement student's Section 504 plan.

c. If the Section 504 Team offers to modify Student's Section 504 Plan with accommodations, aids, or services other than those requested by Student, the Section 504 Team will document the offered alternatives and Student's acceptance or rejection of the alternatives offered.

Dispute Resolution

If a student disagrees with the Section 504 Team's determination regarding implementation of their Section 504 Plan and/or other accommodations or auxiliary aids and services, the student may pursue Procedural Safeguards set forth in the District's Section 504 Policy or file a complaint with the Office of Civil Rights.

The ROP will participate in the District's investigation and resolution of any dispute regarding implementation of a Section 504 Plan and/or any other accommodations, aids, or services in an ROP course.

ANTI-BULLYING 8701.1-R
Administrative Regulation

DEFINITIONS

A. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

   a. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

   b. Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

   c. Causing a reasonable pupil to experience substantial interference with his or her academic performance.

   d. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

While not an exhaustive list, examples of bullying/cyberbullying might include:

- direct physical contact, such as hitting or shoving;
- threats to harm another person;
- oral or written assaults, such as teasing or name-calling;
- social isolation or manipulation;
- posting harassing messages, direct threats, social cruelty or other harmful texts, sounds or images on the Internet, including social networking sites;
- posting or sharing false or defamatory information about another person;
- posting or sharing information about another person that is private;
- pretending to be another person on a social networking site or other electronic communication in order to damage that person's reputation or friendships;
- posting or sharing photographs of other people without their permission;
- spreading hurtful or demeaning materials created by another person (e.g., forwarding offensive e-mails or text messages); and
- retaliating against someone for complaining that they have been bullied

B. "Electronic act" means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer or pager.

C. "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

PROHIBITION OF BULLYING

The District prohibits bullying as defined in this policy. This includes, but is not limited to, discrimination, harassment, intimidation and bullying based on the actual or perceived characteristics set forth in Penal Code section 422.55 and Education Code section 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Educ. Code §§ 234.1(a); 48900(r).) [cf. Board Policy 7703/7703-R (Uniform Complaint Procedures) and Board Policy 8708/8708-R (Sexual Harassment of Students)]

In addition, the District prohibits retaliation against complainants.

FREE SPEECH PROTECTION

This policy shall not be construed to limit pupil rights to free speech as protected by the United States Constitution, the California Constitution, Education Code sections 48907 and 48950, and other applicable law.

DUTIES AND RESPONSIBILITIES OF SCHOOL EMPLOYEES

If school personnel witness an act of discrimination, harassment, intimidation, or bullying, the employee shall take immediate steps to intervene when safe to do so. (Educ. Code §234.1(b)(1).)

Any student or parent/guardian who has knowledge of bullying, believes that a student has been subjected to bullying, or has witnessed bullying, may report the incident to a teacher, the principal, the Nondiscrimination Officer, or any other available school employee.

Any employee who has knowledge of discrimination, harassment, intimidation or bullying shall inform the site administrator of the concern as soon as possible. The site administrator shall notify the District's Nondiscrimination Officer of allegations of bullying based on a protected class or allegations of discrimination or harassment based on a protected class within one school day.

The District's Student Nondiscrimination Officer for student-based discrimination or harassment is:

Equity Compliance Officer
Student Support Services
501 Crescent Way, Anaheim, Ca. 92803
*(714) 999-~~3552~~**5621***
EquityComplianceOfficer@auhsd.us

The Nondiscrimination Officer/designee is responsible for ensuring the District's compliance with nondiscrimination laws impacting California public school districts. The Nondiscrimination Officer/designee shall maintain documentation of complaints and their resolution for a minimum of one CPM review cycle. (Educ. Code § 234.1(e).)

When a report of bullying is made based on a protected class, the District shall notify the individual of the opportunity to file a written complaint seeking investigation pursuant to the Uniform Complaint Procedure (Board Policy/Administrative Regulation 91200) as applicable. Site Administrators may work with families to informally resolve verbal reports of bullying through the process described below, while a student considers whether to file a Uniform Complaint Procedures complaint. If a written complaint of bullying is received, the site administrator should promptly meet with a student to determine if the complaint is made on the basis of a protected class, and is a complaint pursuant to Board Policy/Administrative regulation 91200.

INVESTIGATING COMPLAINTS

When a report of bullying is submitted, school administration will work with students to investigate that matter and resolve the issue at the school level. All matters regarding bullying occurring within the school's jurisdiction should be thoroughly investigated. A student accused of bullying should be informed of the investigation and given the opportunity to present their version of the situation and to identify witnesses on their behalf. Parents/Guardians of both the accused and the student filing the complaint should be contacted as appropriate. The Principal or designee shall provide a written finding to the alleged victim/complainant within 10 school days of their receipt of initial report. This may be extended for good cause.

The Principal's/designee's findings may be appealed by the Complainant or Respondent, as outlined below:

a. The burden shall be on the appealing party to show why the principal's/designee's decision should be overruled.

b. Within 10 days of the date of the finding document, the appealing party shall submit a written request to the Assistant Superintendent of Education or designee specifying the reasons why the decision is being challenged.

c. Within 30 days of receipt of the appeal, the Assistant Superintendent of Education or designee shall provide a written decision either supporting or overruling the principal's/designee's findings. This timeline may be extended for good cause. Prior **to** making this determination, the Assistant Superintendent of Education or designee may meet with the appealing party and principal/designee and conduct further investigation.

The Assistant Superintendent of Education's or designee's findings are final.

If the student or parent/guardian believes the complaint should have been processed as a Uniform Complaint, they may file a formal Uniform Complaint at any time.

CONFIDENTIALITY

The identity of a complainant alleging discrimination, harassment, intimidation, or bullying shall remain confidential as appropriate within the dual contexts of the District's legal obligation to ensure a learning environment free from discrimination, harassment, intimidation and bullying, and the right of the accused to be informed of the allegations. Some level of disclosure may be necessary to ensure a complete and fair investigation, although the District will comply with requests for confidentiality to the extent possible.

DISCIPLINARY CONSEQUENCES

Students who violate this policy may be subject to discipline, including suspension and expulsion pursuant to the District's discipline policies and procedures, Board Policy/Administrative Regulation 8700/8700-R.

NOTIFICATIONS

The District shall publicize this policy, including information about the manner in which to file a complaint, to pupils, parents, employees, agents of the governing board and the general public. The information shall be translated pursuant to Education Code section 48985. This policy shall be posted in all schools and offices, including staff lounges and pupil government meeting rooms. (Educ. Code § 234.1(c) and (d).)

ANTI-BULLYING EDUCATION; TRAINING FOR EDUCATORS

The District has an affirmative obligation to combat racism, sexism, and other forms of bias, and a responsibility to provide equal educational opportunity. The District shall undertake educational activities to prevent bullying and counter discriminatory incidents that impact the school environment and, within constitutional bounds, to minimize and eliminate a hostile environment on school grounds that impairs the access of pupils to equal educational opportunity. (Educ. Code § 201(g).)

As part of its Educational Technology plan and Acceptable/Responsible Use Policy, the District educates pupils about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response. (Board Policy/Administrative Regulation 7901.03/7901.03-R.) The District also educates pupils and

teachers on the appropriate and ethical use of information technology in the classroom and Internet safety.

INTER-DISTRICT TRANSFERS

A pupil who has been determined by personnel of either the district of residence or the district of proposed enrollment to have been the victim of an act of bullying committed by a pupil of the district of residence shall, at the request of the person having legal custody of the pupil, be given priority for inter-district attendance under any existing inter-district attendance agreement or, in the absence of an agreement, be given additional consideration for the creation of an inter-district attendance agreement. (Educ. Code § 46600(b).)

Legal References:

Board Policy
- 7703 Uniform Complaint Procedures
- 7901.03/7901.03-R Use of Technology
- 8700/8700-R Student Discipline
- 8708/8708-R Sexual Harassment of Students

Education Code
- 201 (g) Equal Educational Opportunity
- 220 Harassment characteristics
- 234.1 (a), (b)(1), (c), (d), (e)
- 35351 Discrimination
- 46600 (b) Inter-district Attendance
- 48900 (r) Bullying
- 48900.2 Sexual Harassment
- 48900.3 Hate Violence
- 48900.4 Harassment, Intimidation
- 48980 Notification of Parent or Guardian

Penal Code References:
- 422.55

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

INDEPENDENT CONTRACTOR AGREEMENT AMENDMENT

THIS AGREEMENT AMENDMENT is made and entered into this (Board Approval Date):

13th	day of	June	2024

in reference to the Consulting Agreement by and between

Thee After Agency

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

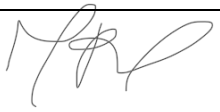
March 7, 2024

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the independent contractor agreement with Thee After Agency who was the keynote speaker at the District's Black History Month Celebration. The original agreement was under the name of Thee After Agency. An amendment is requested to change the name of the contractor to Tramisha Poindexter.

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	**DISTRICT:**
Typed Name of consultant **(same as page 1)**:	
Tramisha Poindexter	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Tramisha Poindexter/Owner	Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
10515 Haas Street	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Los Angeles, CA 90047	**Anaheim, CA 92803-3520**
Date:	Date:
5/3/24	6/14/24

Mark Appropriately:

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

Social Security Number* or Federal Identification Number*

*Or, initial here:

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

Telephone Number: E-mail Address:

323-216-3650	theeafterllc@gmail.com

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:	 Dr. Jaron Fried	Date:	5/3/24

Orange County Department of Education
Contracts Unit – Inside the Outdoors
200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050
Phone: 714-708-3885 Email: itocontracts@ocde.us

ADDENDUM
Agreement for Participation
Inside the Outdoors

Date: April 12, 2024

To: Jaron Fried, Ed. D., Assistant Superintendent
Anaheim Union High

From: Orange County Department of Education
Contracts Unit

Subject: **Agreement for Additional School(s) Participation in *Inside the Outdoors* Field or School Programs**
Agreement Number: 16054
Addendum Number: 3

The following school has registered to participate with Inside the Outdoors. In order to fulfill our legal requirements, we submit this Addendum to the Agreement referenced above. All contract provisions will apply to the additional school(s) and dates(s).

- ☐ **Please verify Programs, Participation Date(s), and Final Enrollment Numbers to avoid additional charges.**

- ☐ Sign and return this Addendum at least **14 business days** before your school(s) Program(s). To complete our Agreement please send the above address or email.

You are financially responsible for at least 90% of the listed number of students, as per terms of the signed contract. Enrollment changes must be made twenty (20) business days prior to the scheduled event.

If a school has received a grant your per student and/or mileage fees may be covered or partially covered. However, the school will be charged the full cost of the Program for all absences that fall below 90% (see online Fee Schedule for details).

To reschedule, a notice of twenty (20) business days is required and an additional $100 fee may be charged. **Cancellations require a written notice to *Inside the Outdoors* of a minimum of twenty (20) business days prior to participation.** If an equivalent replacement cannot be found for the open date, your school will be billed ninety percent (90%) of your contracted enrollment.

The school is responsible for making transportation arrangements and paying for their buses. Decisions to cancel your Field Trip because of inclement weather must be coordinated with Inside the Outdoors.

District	School	Site/Program	Scheduled Date	Grade	Number of Students	Fee Per Student or Flat Fee	Comments
Anaheim Union High	Loara High School	Traveling Scientist - S.T.E.M	5/1/2024	HS	90	GRANT	
Anaheim Union High	Loara High School	Mileage	5/1/2024			GRANT	

Note:
*Please refer to Section 1.2 D and Sections 6.0 and 8.0 in your Agreement for further details on enrollment charges.

Call (714) 708-3885 if you have questions. Thank you for partnering with us to nurture healthier, happier, and smarter student through their connection with nature.

I approve the addition of the above school to our Agreement with the Orange County Department of Education for participation with *Inside the Outdoors*. For reschedule and cancellation questions, please refer to the cancellation section of your Agreement.

Anaheim Union High

School District

Authorized Signature

Jaron Fried, Ed. D.

Print Name

Assistant Superintendent June 13, 2024

Title Date

Curriculum Associates, LLC Price Quote - Q-41875

Version: 1
Quote Date: 5/15/2024
Quote Expiration Date: 6/30/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at https://ellevationeducation.com/platform-legal-notices.

Company:	Curriculum Associates, LLC	Customer:	Anaheim Union High School District, CA
Representative:	Jay Muller	Contact Name:	Renae Bryant
Email:	jay.muller@ellevationeducation.com	Email:	bryant_r@auhsd.us
Phone:	617-307-5755	Phone:	(714) 999-3568
Address:	153 Rangeway Road, North Billerica, MA 01862	Address:	501 North Crescent Way, Anaheim,CA 92801
Start Date:	7/1/2024	End Date:	6/30/2025

Subscription Fees

Product	Quantity	Unit Price	Total Fees
2024 - Ellevation CA	5,457	$13.25	$72,305.25
		Subscription Total:	$72,305.25

Services Fees

Services Total:	$0.00

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: jay.muller@ellevationeducation.com

Total Investment - Q-41875

Grand Total:	$72,305.25

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Curriculum Associates, LLC		**Anaheim Union High School District, CA**	
By (Signature):		**By (Signature):**	
Name (Print):	Edward Rice	**Name (Print):**	Dr. Jaron Fried
Title:	President & Co-Founder Ellevation	**Title:**	Assistant Superintendent, Ed. Division
Date:	May 15, 2024	**Date:**	6/14/24

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: jay.muller@ellevationeducation.com

Ellevation® Terms and Conditions of Use

Last updated: February 1, 2023

These Terms and Conditions of Use (the "TOU") apply to the digital products and services offered by Ellevation Education, a business unit of Curriculum Associates, LLC ("Ellevation"), including the Ellevation® Platform, Ellevation Math®, and Ellevation Strategies® (collectively and individually, the "Services"). By using your login to access the Services, you agree, on behalf of your organization, to abide by these TOU. All references to "You" or "you" or "Customer" in these TOU refer to your organization, which has licensed access to the System (as defined below) and/or Services from Ellevation. All authorized users within your organization are expected to comply with these TOU.

License Grant.
During the period of time specified in the applicable price quote agreed to by you and Ellevation (the "Price Quote"), and subject to your compliance with these TOU, Ellevation grants to Customer a limited, worldwide, non-exclusive, non-transferable right to access and use the features and functionality of the System and/or Services identified in the Price Quote for Customer Users (defined below), in the quantity specified on the applicable Price Quote, solely for your internal educational purposes in accordance with the terms and conditions expressed in these TOU. All rights not specifically granted in these TOU are fully reserved by Ellevation. As used in these TOU, "System" means Ellevation's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is owned and operated by Ellevation and furnished to Customer pursuant to the Price Quote.

Restrictions.
Customer will not, and will ensure that Customer Users do not, (a) use the System other than in compliance with these TOU and applicable federal, state, and local laws; (b) frame, distribute, resell, or permit access to the System by any third party; (c) interfere with the System or disrupt any other users' access to the System; (d) attempt to gain unauthorized access to the System, or attempt to discover the underlying source code or structure of the System, or otherwise reverse engineer the System; (f) submit to the System any content or data that is false, misleading, defamatory or threatening; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the System any data or code that contains a time bomb, virus, or any other malware that is designed to delete, disable or otherwise inhibit or harm any element of the System, or which is intended to provide unauthorized access to the System; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the System. As used in these TOU, "Customer User(s)" means any of Customer's authorized users of the System, which may include students, teachers, administrators, or other Customer personnel.

Customer must comply with, and ensure that its Customer Users comply with these TOU, as well as ensure that: (a) Customer provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security mechanism used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; (d) neither Customer nor any Customer User will impersonate another user of the System or provide false identity information to gain access to or use the System; and (e) Customer immediately notifies Ellevation of any known or suspected unauthorized access to Customer or Customer User accounts or compromise of account credentials.

Ownership and Rights
Customer retains all right, title and interest in (i) any data, files, images, and other content that Customer or a Customer User uploads or submits to the System pursuant to these TOU; and (ii) any reports produced by Customer in connection with use of the System (collectively, "Customer Content"). "Customer Content" does not include de-identified data, which Ellevation may create using Customer Content on a de-identified basis (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; and (d) to demonstrate the effectiveness of its products. You hereby grant Ellevation a worldwide, royalty-free, perpetual license to use de-identified data for the purposes identified in the preceding sentence.

The Services, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Services (collectively, "Service Materials"), are owned and/or licensed by Ellevation and are protected by copyright and other intellectual property rights. Customer has no rights to transfer, reproduce, or prepare any derivative works with respect to the Services, or to disclose confidential information pertaining to the Services. These TOU do not convey to Customer or any Customer User any right of ownership in or related to the Service or other intellectual property owned by Ellevation.

Customer may, at its option, provide to Ellevation feedback or suggestions for enhancement concerning the System ("Feedback"), and Ellevation will have a perpetual right to use and incorporate Feedback into the System without any compensation or other obligation to Customer. Customer shall not gain any right, title or interest in the System or Ellevation's intellectual property as a result of its furnishing Feedback or Ellevation's use of Feedback.

Data Protection

Privacy Policy. Ellevation takes the protection of Customer Content very seriously. For a full description of Ellevation's data-handling practices, please review Ellevation's Privacy Policy found at https://ellevationeducation.com/platform-privacy-policy, which is incorporated into these TOU. Ellevation reserves the right to modify the Privacy Policy in accordance with the procedure outlined in the Privacy Policy.

Family Educational Rights and Privacy Act. Customers subject to the Family Educational Rights and Privacy Act, 34 C.F.R. §99 et. seq. ("FERPA"), appoint Ellevation a "school official" as that term is used in FERPA, and determine that Ellevation has a "legitimate educational interest" for the purpose of carrying out its responsibilities under these TOU. Ellevation shall be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its use and maintenance of "education records" as that term is defined in FERPA. Ellevation will use personally identifiable student data only in connection with providing services to the Customer and will only share personally identifiable student data with its third-party vendors as necessary to provide services to the Customer.

Parental Consent. If Customer purchases Services available for use by students, if required under applicable state or federal law, Customer will be responsible for obtaining verifiable parent consent prior to making such Services available to its students under the age of 13. Ellevation shall comply with its responsibilities under the Children's Online Privacy Protection Act ("COPPA") and state law.

i-Ready® Customers.

If Customer licenses or pilots i-Ready products or services from Ellevation, then Customer hereby agrees that Ellevation will use data shared by Customer in connection with the provision of i-Ready or generated during the use of i-Ready ("i-Ready Data") and Customer Content as follows:

- *Onboarding.* i-Ready Data used for onboarding, rostering, and authenticating Customer's accounts may be used by Ellevation for onboarding, rostering, and authentication purposes. Likewise, if Customer is or will be piloting i- Ready products, Customer Content may be used by Ellevation for onboarding, rostering, and authentication purposes for the i-Ready pilot.
- *i-Ready Dashboard.* Ellevation will import Customer's i-Ready Assessment results into the reporting dashboard functionality of the Ellevation Platform, unless Customer elects to opt out of such sharing by emailing its success team.
- *Account Support*. i-Ready Data and Customer Content may be shared between Customer's assigned account-management and technical-support teams in support of Customer's use of Ellevation's services.
- *Research with De-identified Data.* i-Ready Data and Customer Content may be combined and de-identified: (i) to develop and improve its products; (ii) for the purposes of adaptive and customized learning; (iii) for research and development purposes; and (iv) to demonstrate the effectiveness of its products.

Data Security. Ellevation deploys security precautions intended to help maintain the confidentiality, integrity, and availability of Customer data stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees who have access to your student data. However, the internet is not perfectly secure, and Ellevation is not responsible for security incidents not reasonably foreseeable or reasonably within its control. Customer specifically shall not provide to Ellevation, or store on the System, the Social Security number, driver's license or state-issued identification card number, financial account number, or credit or debit card number of any Customer student or employee.

Representation and Warranties; Disclaimers

Ellevation represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it will provide the System and related services in a professional and workmanlike manner and in accordance with the specifications set forth in the Price Quote; and (c) it will comply with all applicable laws.

Customer represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the System and to grant Ellevation the rights to use Customer Content as set forth in these TOU; (c) any material uploaded to the System does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws.

Customer acknowledges that, as an internet-delivered software application, the System may experience periods of downtime, including (but not limited to) due to scheduled maintenance and third-party service outages. Accordingly, ELLEVATION DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING ITS DOCUMENTATION, THE SYSTEM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SYSTEM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NON-INFRINGEMENT, AND ACCURACY.

Termination.
Ellevation may suspend Customer's access to the Services immediately if Customer fails to make a payment more than 30 days following its due date. Customer agrees to use any professional development or training Services prior to termination or expiration of Customer's access to the System. Otherwise, Customer risks losing those Services.

Customer shall have thirty (30) days following the termination or expiration of your access to the System to provide Ellevation with a written request for a one-time, delimited file export of its data from the System via SFTP. Regardless of whether Customer makes such a written request, and except as otherwise provided in these TOU, within ninety (90) days of the termination or expiration of your access, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the System, including any such data stored in Ellevation's backup systems.

Indemnification.
To the extent permitted by law, you shall indemnify, defend, and hold harmless Ellevation and its licensors against any claim brought against Ellevation and/or its licensors by a third party that arises from your use of the System and Services. Ellevation agrees to: (a) promptly give you written notice of the claim; (b) give you sole control of the defense and settlement of the claim; and (c) provide you with reasonable assistance, at your expense, with respect to the defense of such claim.

LIMITATION OF LIABILITY.
IN NO EVENT WILL ELLEVATION OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, ELLEVATION'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE WILL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO ELLEVATION DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Choice of Law and Jurisdiction.
These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of the Services and/or System, or these TOU.

Use by Federal Government.
The System and Services constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

DocuSign Envelope ID: 8668690B-C7BB-41B5-B58D-75D630047F1F

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-89042
Client: Anaheim Union High School District
Address: 501 N Crescent Way
Anaheim, CA 92801

AVID Center Representative: Grecia Saavedra
Phone: {858} 654-5015
Email: gsaavedra@avid.org

Effective Date: July 01, 2024

Expiration Date: June 30, 2025

Anaheim High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Anaheim High School SUBTOTAL:	**$4,859.00**

Ball Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Ball Junior High School SUBTOTAL:	**$4,859.00**

Brookhurst Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Brookhurst Junior High School SUBTOTAL:	**$4,859.00**

Dale Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Dale Junior High School SUBTOTAL:	**$4,859.00**

DocuSign Envelope ID: 8668690B-C7BB-41B5-B58D-75D630047F1F

Katella High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Katella High School SUBTOTAL:	**$4,859.00**

Loara High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Loara High School SUBTOTAL:	**$4,859.00**

Orangeview Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Orangeview Junior High School SUBTOTAL:	**$4,859.00**

Oxford Academy			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Oxford Academy SUBTOTAL:	**$4,859.00**

Savanna High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Savanna High School SUBTOTAL:	**$4,859.00**

South Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		South Junior High School SUBTOTAL:	**$4,859.00**

DocuSign Envelope ID: 8668690B-C7BB-41B5-B58D-75D630047F1F

Sycamore Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Sycamore Junior High School SUBTOTAL:	**$4,859.00**

Western High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,209.00
1	AVID Weekly Secondary	$699.00	$650.00
		Western High School SUBTOTAL:	**$4,859.00**

TOTAL: $58,308.00

plus all applicable taxes

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at https://www.avid.org/Page/3290 or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at https://www.avid.org/rest-assured-policy.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)		Anaheim Union High School District	
Sign:	DocuSigned by: David S. Greulich ECA8539C006844D...	Sign:	
Print Name:	David S. Greulich	Print Name:	Dr. Jaron Fried
Title:	Controller	Title:	Assistant Superintendent. Ed. Division
Date:	4/26/2024 | 11:23 AM PDT	Date:	6/14/24
Email:	contracts@avid.org	Email:	fried_ja@auhsd.us

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

DocuSign Envelope ID: 65800371-5BEC-4C9F-8D4F-E2A3BEA42211

EXHIBIT XX

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-89045
Client: Anaheim Union High School District
Address: 501 N Crescent Way
Anaheim, CA 92801

AVID Center Representative: Grecia Saavedra
Phone: {858} 654-5015
Email: gsaavedra@avid.org

Effective Date: July 01, 2024

Expiration Date: June 30, 2025

Dale Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	$1,099.00	$1,099.00
		Dale Junior High School SUBTOTAL:	**$1,099.00**

Sycamore Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	$1,099.00	$1,099.00
		Sycamore Junior High School SUBTOTAL:	**$1,099.00**

TOTAL: $2,198.00

plus all applicable taxes

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at https://www.avid.org/Page/3290 or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at https://www.avid.org/rest-assured-policy.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)		Anaheim Union High School District	
Sign:	DocuSigned by: David S. Greulich ECA8539C000844D...	Sign:	
Print Name:	David S. Greulich	Print Name:	Dr. Jaron Fried
Title:	Controller	Title:	Assistant Superintendent, Ed. Division
Date:	5/7/2024 | 1:23 PM PDT	Date:	6/14/24
Email:	contracts@avid.org	Email:	fried_ja@auhsd.us

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June 2024, between the Anaheim Union High School District ("District") and Character Strong ("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 May 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 $13,980 Dollars and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No 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: Paul Chylinski
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-3511
Email: fried_j@auhsd.us

Contractor
CharacterStrong
Attn: John Norlin/Co-Founder
4227 S. Meridian Ste C, #320
Puyallup, WA 98373
Phone: (253) 736-4242
Email: john@characterstrong.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: 6/14/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

CharacterStrong

Date: 5/9/24

By: _____

Print Name: John Norlin

Title: Co-Founder

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:

CharacterStrong is a character education and social-emotional learning (SEL) curriculum and professional development company that creates positive habits through ideas-based practice. CharacterStrong services will include:

- 20 school wide license renewals for CharacterStrong SEL and Character Development lessons
- Live instruction for staff with a CharacterStrong trainer. These sessions are led by top trainers who helped develop the curriculum or led the program with proven results on their campus. The products and services that CharacterStrong provides are unique, effective, and ready to use. No technical support will be needed besides access to the internet.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June, 2024, between the Anaheim Union High School District ("District") and Illumination Institute ("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 thirty-six thousand Dollars ($36,000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. Materials. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. Standard of Care. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. Audit. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. Indemnification. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Carlos Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3576
Email: fried_ja@auhsd.us

Illumination Institute
Brian Ton
Attn: Brian Ton
10061 Talbert Avenue #345
Fountain Valley, CA 92708
Phone: 714-464-2016
Email: brian@illuminationinst.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: 6/14/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Illumination Institute

Date: 4/30/24

By: Brian H. Ton

Print Name: Brian H. Ton

Title: CEO

EXHIBIT A

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

Contractor shall:

Illumination Institute will provide professional learning and instructional resources for our educational partners such as teachers, administrators, parents, students, and staff throughout the District. The Illumination Institute professional learning sessions are unique to the specific educational partner and help build capacity around self-control, self-awareness, and respect, promoting self-esteem and self-confidence as well as nurturing the socioemotional skills that are needed to be successful in a variety of settings.

Member Program Agreement
Kids Cafe Program
June 2024 - June 2025

Introduction:
The Kids Cafe Program is federally-reimbursed by USDA through the Child and Adult Care Food Program (CACFP) and the Summer Food Service Program (SFSP). The Kids Cafe Program provides free meals to children in low-income communities at afterschool and summer program locations, and locations where children already congregate after school and during the summer. In addition to providing meals to kids, many Kids Cafe sites also offer a safe place, where under the supervision of trustworthy staff, a child can get involved in educational, recreational, and social activities.

Responsibilities of the Program Site:

1. All staff involved in the direct distribution of food provided through the Kids Cafe Program must attend program training provided by Second Harvest Food Bank of Orange County (SHFBOC) staff.
2. All sites must comply with the rules and regulations covered during Kids Cafe training.
3. Each site must have two (2) staff certified for food safety requirements via ServSafe online assessment or other Food Handler certification recognized by Feeding America and approved by SHFBOC.
4. Each site must complete accurate and quality documentation of meals served and submit to SHFBOC weekly. These records must be kept on file for three (3) years and are subject to government review.
5. Conduct National Background Checks on staff and volunteers with direct repetitive contact with children.
6. Promote the Kids Cafe Program to children attending their afterschool and/or summer program.
7. Notify SHFBOC of all pertinent information concerning the Kids Cafe Program. This includes changes in serving times, staff turnover, etc.
8. Sign this written Agreement with Second Harvest Food Bank of Orange County.

Responsibilities of Second Harvest Food Bank of Orange County:

1. Second Harvest Food Bank of Orange County, a 501(c)3 sponsor, is programmatically, fiscally, and legally responsible for all aspects of the Kid Cafe, CACFP, and SFSP programs.
2. Provide program training to all site staff involved in carrying out the Kids Cafe Program.
3. Conduct unannounced monitoring visits at each Program site and provide corrective action steps and/or follow-up visits if necessary, to ensure compliance with program rules and regulations.
4. Communicate with commercial food service vendor to ensure delivery of the proper quantity, quality, and agreed-upon menu of food.
5. Provide a written Agreement to be signed by each Kids Cafe Director or Executive.

Use of Food Provided by Second Harvest Food Bank of Orange County:

1. Distribute meals provided by SHFBOC to any child 18 years old or younger (no adults).
2. Meals must be served and tallied at "point of service."
3. Each child that wants any item of food must be served a complete (5-component) meal or (2-component) snack, as provided by the commercial food service vendor.
4. Food must be served and eaten onsite, only during the government-approved serving times.
5. Any change in location or time must be submitted to SHFBOC well in advance.
6. Have adequate refrigeration and storage space to ensure the wholesomeness of the food until used and/or distributed. The storage area must be kept clean at all times.
7. Food will be distributed free of charge.
8. Food will not be transferred for money, property, or services.
9. Ensure safe and proper handling of the Product, which conforms to all local, state, and Federal regulations.

USDA Non-Discrimination Statement:

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

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

To file a program or Civil Rights complaint, please contact one of the following agencies listed below:

Child Nutrition Programs
Civil Rights and Program Complaint Coordinator
California Department of Education
Nutrition Services Division
1430 N Street, Room 4503
Sacramento, CA 95814-2342
916-323-8521 **or** 800-952-5609

Or

USDA, Director, Office of Adjudication
1400 Independence Avenue, Southwest
Washington, D.C. 20250-9410
866-632-9992
Federal Relay Service 800-877-8339 (English)
or 800-845-6136 (Spanish)

Member Program Agreement
Kids Cafe Program
June 2024 - June 2025

Conditions and Stipulations:

1. Both parties enter into this agreement voluntarily.
2. Either party may terminate the agreement by simply notifying the other party in writing or via email.
3. Any attachments are a part of this agreement.
4. Each site must be willing to abide by the policies, procedures, and record keeping requirements of SHFBOC.
5. Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
6. The partnering organization will allow SHFBOC to monitor the food distribution operations site regularly.
7. Participant shall indemnify, defend and hold harmless Second Harvest Food Bank of Orange County, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of: (i) any personal injury or property damage occurring at Participant's Program site arising from any act, omission or negligence of Participant.
8. Second Harvest Food Bank of Orange County reserves the right to terminate the agreement without notice if the program is found to be out of compliance.
9. Second Harvest Food Bank of Orange County reserves the right to limit the types and quantity of food given to the site.

Either party can terminate this agreement immediately with or without cause upon notification of other party. This agreement is binding from the date of signature until termination by either party. Failure to maintain terms of this agreement may result in partnership status being placed on hold or in some cases terminated. I accept and agree to abide by all the above terms and conditions.

Print name of Kids Cafe Program site(s)

Signature of Director/Executive — Date: 6/14/24

Dr. Jaron Fried
Print name of Director/Executive — Title: Asst. Superintendent, Ed. Division

Ellie Dinh
Signature of SHFBOC Representative — Date: 5-16-2024

Ellie Dinh Ellie Dinh
Print name of SHFBOC Representative — Title: Dir. of Programs & Services

Director of Programs and Services

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June, 2024, between the Anaheim Union High School District ("District") and Vickie 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 May 29,2024 through June 29, 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 Two Thousand Dollars ($2,000) 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**.

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.

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.

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.

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.

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.

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.

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:

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."

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.

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.

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.

2.5. All policies shall be written on an occurrence form.

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.

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☑ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that

neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Roxanna Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: hernandez_r@auhsd.us

Contractor
Vickie 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.

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 provide theatrical make-up services and training in support of the 2024 AUHS Summer Arts Academy Musical. Consultant will train students in the proper application of makeup using traditional and airbrushed stage makeup techniques. In addition Consultant will provide wigs and materials needed for proper costuming. Consultant will attend rehearsals from June 24, 2024 to June 29, 2024. Performances will occur on June 27, 28, 29 2024, at the Kennedy HS Performing Arts Center (KPAC).

Contractor has established a regional reputation as a recognized authority in theatrical special effects make-up and these specialized services are needed on a limited basis.

Approximately 100 students in grades 7-11 from 14 AUHSD schools will benefit from the Contractor's services.

Contractor has provided theatrical make-up services and training for AUHSD Summer Arts Academies since 2018. Consultant has also taught districtwide professional learning workshops in the art and science of theatrical make-up applications.

Anaheim Union High School District

Date: 6/14/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent
Education Division

Vickie Sundgren

Date: 6/13/2024

By: Vicki Sundgren

Print Name: Vickie Sundgren

Title: Contractor

Fullerton College

Learning-Aligned Employment Program

Employer Agreement

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

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

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

This Employer Agreement (Agreement) is between **Fullerton College** (Institution) and

Anaheim Union High School District (Employer).

Effective Date: **7/1/2024** Termination Date: **6/30/2025***

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

Eligible Employers

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

- Research centers and institutions operated by public postsecondary educational institutions, if their learning-aligned employment opportunities provide participating students with direct opportunities to participate in the research that is undertaken by the respective research centers and institutions.

- Public schools operated by school districts, county superintendents of schools, the Department of the Youth Authority, or the department [of Education].

- Nonsectarian, nonpolitical organizations or corporations, whether nonprofit or for-profit enterprises licensed to conduct business in the state, if they are capable of providing participating students with full-time employment opportunities, or opportunities to connect with other employers capable of providing participating students with full-time employment opportunities, within their areas of study after graduation.

Evaluation of the LAEP Position

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

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

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

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

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

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

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

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

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

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

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

Workers Compensation Coverage

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

Indemnification

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

Insurance Requirements

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

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

Waiver of Subrogation.

Anaheim Union High School District hereby grants to DISTRICT, a waiver of any right to subrogation which any insurer of said **Anaheim Union High School District** may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. **Anaheim Union High School District** shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies

regardless of whether the DISTRICT have received a waiver of Subrogation endorsement from the insurer.

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

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

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

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

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

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

- Student name
- Position name
- Supervisor name and contact information
- Term of employment
- Rate of compensation

- Maximum total compensation allowable
- Maximum hours per week and maximum total hours

Notice

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

Fullerton College

Greg Ryan, Director of Financial Aid

Financial Aid Office

321 E. Chapman Ave.

Fullerton, CA 92832

(714) 992-7092

gryan@fullcoll.edu

Employer: Anaheim Union High School District

Staff Contact Name: Scott Reindl

Title: Coordinator, 21st Century Career Readiness

Address: 501 Crescent Way Anaheim, CA 92801

Phone number: 714-999-7709

Email address: Reindl_s@auhsd.us

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

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

Agreed

Fullerton College

_____
Director, Financial Aid

_____
Date

Anaheim Union High School District
Employer

_____
Signature

Dr. Jaron Fried, Assistant Superintendent, Ed. Division
Print name and title

6/14/24
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June, 2024, between the Anaheim Union High School District ("District") and the Regents of the University of California, on behalf of its Irvine campus ("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, 2023, through June 30, 2024.

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

X Signed Agreement
X Insurance Certificate(s) and Endorsements (Section 10)
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 forty-five thousand Dollars ($45,000) 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, the Parties shall defend, indemnify, and hold one another, their officers, agents and employees, harmless from and against any and all liability, loss, expense (including reasonable attorneys1 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, attorneys1 fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents or employees.

10. **Insurance**.

10.1 Prior to commencing any of the Services, Party shall procure (if applicable) and, during all periods required by this Agreement, must maintain in effect, the insurance policies required pursuant to this Parth 10 ("Required Policies"). The Required Policies include following:

10.1.1 General Liability. A policy of commercial general liability insurance that is written on an "occurrence" basis and that provides coverage with a combined single limit of not less than $1,000,000 for all activities conducted by the Contractor pursuant to this Agreement ("General Liability Policy"). The General Liability Policy must include, without limitation, coverage for the contractual liability assumed by the Contractor pursuant to this Agreement.

10.1.2 Is this Contractor interacting with students? Yes ☒ No ☐ A policy of abuse-molestation insurance ("Abuse Policy") that: (1) is included in the General Liability Policy that the Contractor may have in effect; (2) is written on an

"occurrence." basis; (3) has coverage limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate; (4) provides coverage for direct and vicarious liability associated with sexual misconduct and other physical abuse, and for verbal, emotional, mental, and other non-physical abuse; (5) covers acts and omissions by, among others, the Contractor's staff; (6) the Contractor shall comply with any and all risk management controls reasonably required by the insurer that issues the Abuse Policy.

10.1.3 Workers' Compensation Insurance. A policy of worker's compensation insurance as required by California law ("Worker Compensation Policy"). Notwithstanding the insurer standards set forth in Section 6.2 herein, coverage provided by the California State Compensation Insurance Fund shall be deemed, with respect to the Worker Compensation Policy, to satisfy such insurer rating standards. 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 no autos are owned, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If 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.

10.1.4 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:

Insurer Standards. The insurance policies required pursuant to this Part 10 must be issued by one or more insurers authorized to do business in the State of California and having an A.M. Best Company rating (Best's Rating) of not less than an "A-" (i.e., "A Minus") and Financial Size Category of not less than "VII." This standard can be met with the use of an approved plan of self-insurance.

10.2.1 Additional Insured. Each Party shall name the other Party as an additional insured in connection with this Agreement and the Services on its General Liability Policy, Vehicle Liability Policy, and Abuse Policy. The Contractor shall name: (i) the District, the District Board and each individual member thereof, and the District's other officers, employees, and agents (collectively, but not including the District, the "District Agents"). The District shall name The Board of Regents of the University of California and its officers, agents and employees. The additional insured endorsements must be ISO form CG 2010 11/85 or alternative approved in advance by both Parties, in their reasonable discretion. For purposes of this Section, and without otherwise limiting the Parties' discretion to determine an alternative to form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed an acceptable alternative to ISO form CG 2010 11/85.

10.2.2 Policies Primary and Non-Contributory. To the extent the malfeasance or non feasance giving rise to any claim is related to the actions or inactions of Contractor or Contractor staff, the Required Policies shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District and/or any of the District Agents. Each of the General Liability Policy, the Vehicle Liability Policy, the Abuse Policy, and the Professional Liability Policy must be endorsed to provide that it is so primary and non-contributory.

10.2.3 Evidence of Coverage: Prior to, and as a condition precedent to, commencing the Services, each Party must provide to the other Party such duly-authorized and executed certificates of insurance/self-insurance as reasonably evidence that Required Policies are in full force and effect (each a "Certificate of Insurance"), together with a copy of each and all endorsements required pursuant to this Agreement. The Certificates of Insurance shall identify those who are to be named as additional insureds in accordance with this Agreement. Each Party must, as applicable: (i) provide written notice to the other Party not less than thirty days prior to any cancellation,, termination, reduction in coverage, or expiration without renewal of any such insurance policy; and (ii) provide updated Certificates of Insurance to the District promptly upon renewal of any of the Required Policies.

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws,

ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. Assignment/Subcontract. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. Termination. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. Limitation of District Liability. The District's financial obligations under this

Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Jaron Fried, Ed.D
Copy: Scott Reindl
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3511
Email: fried_j@auhsd.us

Contractor
University of California, Irvine
Attn: Erika Blossom
160 Aldrich
Irvine, CA 92697-7600
Phone: 949-824-2237
Email: or-awards@research.uci.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: 6/14/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Regents of the University of California

Date: May 1, 2024

By: Erika Blossom

Print Name: Erika Blossom

Title: Senior Anciliary Agreements Officer

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:

1. Conduct the Saturday Academy of Law (SAL) program that provides ninth grade students the opportunity to learn more about the legal profession and higher education pathway to law school. SAL consists of two sessions, one in the fall, one in the spring. Each session runs for six weeks.
2. Report about various activities for successful implementation to AUHSD.

ANAHEIM UNION HIGH SCHOOL DISTRICT
FINGERPRINT REQUIREMENTS AND CERTIFICATIONS

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice 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 Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

INDEPENDENT CONTRACTOR CERTIFICATION
REGARDING BACKGROUND CHECKS

Name of Independent Contractor: University of California, Irvine certifies that it has performed one of the following:

☐ Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Anaheim Union High School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

☑ Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

☐ The installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed at Irvine, California on May 1, 2024 (Date)

Independent Contractor: University of California, Irvine

By: Erika Blossom

Print Name: Erika Blossom

Its: Senior Anciliary Agreements Officer

FIRST AMENDMENT

THIS FIRST AMENDMENT (this "Amendment") dated June 13, 2024 (the "Effective Date") by and between Strada Collaborative, LLC d/b/a Roadtrip Nation, an Indiana non-profit corporation, with an office at 1626 Placentia Ave., Costa Mesa, CA 92627 ("RTN"), and Anaheim Union High School District, with an office at 501 N. Crescent Way, Anaheim, CA 92801 ("Participant").

WHEREAS, Participant and Roadtrip Nation Ltd. entered into a Cooperation Agreement dated June 7, 2021 (the "Agreement");

WHEREAS, effective as of October 1, 2021, Roadtrip Nation, Ltd. merged into Strada Collaborative, Inc. d/b/a Roadtrip Nation, and the Agreement was assigned to Strada Collaborative, Inc. d/b/a Roadtrip Nation as a matter of law;

WHEREAS, effective as of January 1, 2024, Strada Collaborative, Inc. d/b/a Roadtrip Nation merged into Strada Collaborative, LLC d/b/a Roadtrip Nation, and the Agreement was assigned to RTN as a matter of law;

WHEREAS, RTN and Participant have agreed to amend the Agreement upon the terms and conditions hereinafter set forth; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RTN and Participant hereby agree to the foregoing and as follows:

1. **License.** Section 3 (License) of Exhibit A is amended to extend the license to access the Landing Page and the Roadtrip Nation Experience through August 31, 2026.

2. **Term.** Section 6 (Term Length) of Exhibit A is amended to extend the Term of the Plan through August 31, 2026 for continued access of the Community Landing Page and the Roadtrip Nation Experience.

3. **Milestone and Invoice Schedule.** Section 5.3 (Milestone and Invoice Schedule) of Exhibit A is amended to add the following to the end of the chart:

Component	Milestone	Completion Dates	Cost	Invoice Date
Continued Access of Community Landing Page	Ongoing maintenance and support	Ongoing for duration of the term in years 4 and 5	$30,000 total for years 4 and 5	$30,000 upon execution of this Amendment

4. **RTN Headquarters Event**. RTN will promote student engagement by hosting an event in June 2024 at RTN's office at 1626 Placentia Ave., Costa Mesa, CA 92627 for approximately 40 of Participant's students from the Student Film Academy. Participant will be responsible for the selection and transportation of the students. Participant and RTN will work in good faith to determine a mutually agreed date at least fifteen (15) days in advance of the event date. At the event, RTN will: (1) host a panel with RTN staff talking about their roles at RTN and (2) provide

lunch for the students. Participant agrees that the total event time at the RTN office will not exceed two (2) hours.

5. **Assignment**. By execution of this Amendment, Participant acknowledges the assignment of this Agreement to RTN. All references to Roadtrip Nation Ltd. in the Agreement shall be replaced with Strada Collaborative, LLC d/b/a Roadtrip Nation. RTN agrees to perform the terms and conditions of this Agreement.

6. **Binding Effect; Entire Agreement; Recitals**. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement, or understanding pertaining to any such matters shall be effective for any purpose. Any and all other agreements between the parties other than with respect to the Agreement and this Amendment remain in full force and effect and continue in accordance with their terms. Except as amended or supplemented hereby, the Agreement shall remain in full force and effect. The recitals are hereby incorporated into this Amendment and made a part of hereof as though set forth herein verbatim.

7. **Authority; Counterparts; Facsimile Signatures**. The individuals signing this Amendment on behalf of the parties represent and warrant that they have the full power and authority to execute this Amendment and that upon such execution, the respective party shall be fully bound by each and every provision of this Amendment. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument. An electronic signature or facsimile of an original signature shall be deemed to have the same legal effect as an original signature.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly-authorized representatives as of the Effective Date.

STRADA COLLABORATIVE, LLC
d/b/a ROADTRIP NATION

By:

Name: Ariella Tenuta

Its: Chief Financial Officer

ANAHEIM UNION HIGH SCHOOL DISTRICT

By:

Name: Dr. Jaron Fried

Its: Assistant Superintendent, Education Division

ANAHEIM UNION HIGH SCHOOL DISTRICT
AIME WORK-BASED LEARNING
AGREEMENT FOR AFFILIATION
with

Orange County Health Care Agency

THIS WORK BASED LEARNING AGREEMENT is entered into this 13th day of June, 2024, by and between Orange County Health Care Agency, hereinafter referred to as the "AFFILIATE," and the ANAHEIM UNION HIGH SCHOOL DISTRICT ("DISTRICT"), for the DISTRICT's Anaheim's Innovative Mentoring Experience ("AIME") Work-Based Learning Program ("Program"). This Agreement describes and confirms the expectations and responsibilities of the parties regarding the Program through which District students will gain experience in business settings.

WHEREAS, the AFFILIATE is able to provide a work-based learning site and,

WHEREAS, DISTRICT is authorized by law to maintain and does maintain a Work-based Learning class.

WHEREAS, the parties agree that the purpose of this Agreement is to provide on-the-job training and learning experiences to DISTRICT students, along with related classroom instruction, in order to develop students' occupational competencies ("Students").

WHEREAS, the parties agree that the AFFILIATE benefits from this Agreement by gaining productive contributions from Students in the workplace, positive publicity as a partner supporting DISTRICT students, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto that in consideration of the mutual benefits that each of the parties hereto will derive under this Agreement, that:

1. TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning June 1, 2024, and ending May 31, 2027, unless terminated sooner.

2. ROLES AND RESPONSIBILITIES OF DISTRICT

A. Select and place the Students in a work-based learning experience with the AFFILIATE.

B. Provide the Students and the AFFILIATE with an orientation regarding the goals and objectives of the Program.

C. Provide a certificated supervising teacher to check in regularly with the AFFILIATE's site coordinator, and with the Students, regarding the progress of the work-based learning experience. The goal of the check-ins is to support and facilitate a work-based learning experience for all participants.

D. The teacher will be responsible for communicating with AFFILIATE on progress reports and the evaluation of the Students ' performance.

3. ROLES AND RESPONSIBILITIES OF AFFILIATE

A. The AFFILIATE does hereby agree to give on-the-job learning experiences to Students from the DISTRICT.

B. Provide Students with an experienced supervisor who will work to support the Students in learning from their on-the-job learning experiences.

C. Provide a safe and supervised work environment.

D. Provide the Students with meaningful work responsibilities and experience in the different departments of the AFFILIATE, in order to educate the Students about the industry/field of the AFFILIATE.

E. Provide Students with a new employee orientation (vision, mission of company; rules and regulations, etc.)

F. Engage Students in work-related activities at all times during the work-based learning experience placement.

G. The Students shall not displace regular employees of AFFILIATE, but shall work under close supervision of existing staff.

H. AFFILIATE understands that DISTRICT programs, activities, and practices shall be free from discrimination based on actual or perceived race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. AFFILIATE agrees that it shall operate in conformity with this non-discrimination statement.

4. INDEMNIFICATION

A. The AFFILIATE agrees to indemnify and hold harmless the DISTRICT and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting

directly or indirectly from the negligent or intentional acts or omissions of the AFFILIATE or officers or employees. Notwithstanding the foregoing, AFFILIATE shall have no obligation under this Section with respect to any loss that is caused by the sole negligence or willful misconduct of DISTRICT and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by AFFILIATE, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

B. The DISTRICT agrees to indemnify and hold harmless the AFFILIATE and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the DISTRICT or its Board, officers or employees. Notwithstanding the foregoing, DISTRICT shall have no obligation under this Section with respect to any loss that is caused by the sole negligence or willful misconduct of AFFILIATE and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by DISTRICT, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

C. In the event of concurrent negligence of more than one party, its Board, officers, employees or agents, as determined by a court of competent jurisdiction, the liability for any and all claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a party may have under applicable law in the event of concurrent negligence of persons or entities other than the parties.

D. The provisions of this Section shall survive the termination or expiration of this Agreement.

5. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

AFFILIATE shall procure and maintain during the term of this Agreement the following insurance amounts and coverage:

A. Automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles.

B. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

C. District shall maintain workers' compensation coverage applicable to its employees.

6. COMPLIANCE WITH THE LAW

A. AFFILIATE shall be subject to and comply with all Federal, State, and local laws and regulations applicable with respect to its performance hereunder, including, but not limited to Title 5, California Administrative Code, Sections 10090 through 10092.

B. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall venue in Orange County, California.

7. INTELLECTUAL PROPERTY

A. Any intellectual property conceived or first reduced to practice by a Student as a work product (including work assignments, laboratory experiments, special and independent study projects) will be owned by the Student. The AFFILIATE shall not claim ownership of such intellectual property.

B. AFFILIATE agrees to contact the District's Office of General Counsel if it wishes to discuss a non-exclusive or an exclusive license or an assignment agreement with regard to Students' intellectual property rights attached to creations and inventions of said Students.

8. ADDITIONAL PROVISIONS

A. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.

B. The parties agree that at no time shall DISTRICT Students be considered an employee of AFFILIATE under the terms of this Agreement.

C. Workers Compensation: Students enrolled in the Program will be covered by District-provided workers' compensation insurance during scheduled work based learning experience hours under the provisions of this Agreement.

D. AFFILIATE and DISTRICT understand and shall make it clear to Students that the Students are not entitled to employment wages for

the work-based learning experience that is the subject of this Agreement.

E. This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with thirty (30) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

F. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.

G. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

H. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

I. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Dr. Jaron Fried, Assistant Superintendent, Education
(INSERT NAME)

Date: 6/14/24

_____
(Signature)

AFFILIATE

Orange County Health Care Agency
(Company Name)

By WC. Norsetter
(Signature)

Name (Print) William C. Norsetter, DPA

Procurement & contract Services Manager
(Job Title)

Date: April 24, 2024

Affiliate's Address:

405 West 5th Street, Suite 600

Santa Ana, CA 92701

Affiliate's Phone Number: 714.834.4436

EXHIBIT "A"

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the AIME WORK-BASED LEARNING AGREEMENT by and between PARTICIPANT and the DISTRICT for the DISTRICT's Anaheim's Innovative Mentoring Experience ("AIME") Work-Based Learning Program ("Program"):

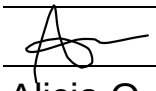
One of the boxes below must be checked with regard to PARTICIPANT and PARTICIPANT's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of PARTICIPANT who will supervise students under the Agreement).

☑ **Option 1: PARTICIPANT Facilitates Background Check** - PARTICIPANT has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all PARTICIPANT's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of PARTICIPANT's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the PARTICIPANT performs the criminal background check, PARTICIPANT shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of PARTICIPANT's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall commence until the Department of Justice ascertains that none of PARTICIPANT's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

☐ **Option 2: DISTRICT Facilitates Background Check at no cost to PARTICIPANT** - PARTICIPANT may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that PARTICIPANT has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). A complete and accurate list of PARTICIPANT's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall commence until the Department of Justice ascertains that PARTICIPANT has not been convicted of a felony as defined in Government Code Section 45122.1.

PARTICIPANT CERTIFICATION

I am a representative of the PARTICIPANT entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the PARTICIPANT. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is PARTICIPANT's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all PARTICIPANT's Personnel throughout the duration of the Agreement. **A list of PARTICIPANT's Personnel is attached hereto as Attachment A.**

Date:	05/03/2024
PARTICIPANT:	Alicia O. Carranza, DrPH
Signature:	
Print Name:	Alicia O. Carranza, DrPH
Title:	Health Educator

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ATTACHMENT "A"
PARTICIPANT's Personnel

Name/Company: Orange County Health Care Agency

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

END OF CERTIFICATION

ANAHEIM UNION HIGH SCHOOL DISTRICT
AIME WORK-BASED LEARNING
AGREEMENT FOR AFFILIATION
with

Orange County United Way

THIS WORK BASED LEARNING AGREEMENT ("Agreement") is entered into this 13th day of June, 2024, by and between Orange County United Way, hereinafter referred to as the "AFFILIATE," and the ANAHEIM UNION HIGH SCHOOL DISTRICT ("DISTRICT"), for the DISTRICT's Anaheim's Innovative Mentoring Experience ("AIME") Work-Based Learning Program ("Program"). This Agreement describes and confirms the expectations and responsibilities of the parties regarding the Program through which District students will gain experience in business settings.

WHEREAS, the AFFILIATE is able to provide a work-based learning site and,

WHEREAS, DISTRICT is authorized by law to maintain and does maintain a Work-based Learning class.

WHEREAS, the parties agree that the purpose of this Agreement is to provide on-the-job training and learning experiences to DISTRICT students, along with related classroom instruction, in order to develop students' occupational competencies ("Students").

WHEREAS, the parties agree that the AFFILIATE benefits from this Agreement by gaining productive contributions from Students in the workplace, positive publicity as a partner supporting DISTRICT students, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto that in consideration of the mutual benefits that each of the parties hereto will derive under this Agreement, that:

1. TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning June 1, 2024, and ending May 31, 2027, unless terminated sooner.

2. ROLES AND RESPONSIBILITIES OF DISTRICT

A. Select and place the Students in a work-based learning experience with the AFFILIATE.

B. Provide the Students and the AFFILIATE with an orientation regarding the goals and objectives of the Program.

C. Provide a certificated supervising teacher to check in regularly with the AFFILIATE's site coordinator, and with the Students, regarding the progress of the work-based learning experience. The goal of the check-ins is to support and facilitate a work-based learning experience for all participants.

D. The teacher will be responsible for communicating with AFFILIATE on progress reports and the evaluation of the Students ' performance.

3. ROLES AND RESPONSIBILITIES OF AFFILIATE

A. The AFFILIATE does hereby agree to give on-the-job learning experiences to Students from the DISTRICT.

B. Provide Students with an experienced supervisor who will work to support the Students in learning from their on-the-job learning experiences.

C. Provide a safe and supervised work environment.

D. Provide the Students with meaningful work responsibilities and experience in the different departments of the AFFILIATE, in order to educate the Students about the industry/field of the AFFILIATE.

E. Provide Students with a new employee orientation (vision, mission of company; rules and regulations, etc.)

F. Engage Students in work-related activities at all times during the work-based learning experience placement.

G. The Students shall not displace regular employees of AFFILIATE, but shall work under close supervision of existing staff.

H. AFFILIATE understands that DISTRICT programs, activities, and practices shall be free from discrimination based on actual or perceived race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. AFFILIATE agrees that it shall operate in conformity with this non-discrimination statement.

4. INDEMNIFICATION

A. The AFFILIATE agrees to indemnify and hold harmless the DISTRICT and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting

directly or indirectly from the negligent or intentional acts or omissions of the AFFILIATE or officers or employees. Notwithstanding the foregoing, AFFILIATE shall have no obligation under this Section with respect to any loss that is caused by the sole negligence or willful misconduct of DISTRICT and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by AFFILIATE, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

B. The DISTRICT agrees to indemnify and hold harmless the AFFILIATE and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the DISTRICT or its Board, officers or employees. Notwithstanding the foregoing, DISTRICT shall have no obligation under this Section with respect to any loss that is caused by the sole negligence or willful misconduct of AFFILIATE and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by DISTRICT, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

C. In the event of concurrent negligence of more than one party, its Board, officers, employees or agents, as determined by a court of competent jurisdiction, the liability for any and all claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a party may have under applicable law in the event of concurrent negligence of persons or entities other than the parties.

D. The provisions of this Section shall survive the termination or expiration of this Agreement.

5. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

AFFILIATE shall procure and maintain during the term of this Agreement the following insurance amounts and coverage:

A. Automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles.

B. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

C. District shall maintain workers' compensation coverage applicable to its employees.

6. COMPLIANCE WITH THE LAW

A. AFFILIATE shall be subject to and comply with all Federal, State, and local laws and regulations applicable with respect to its performance hereunder, including, but not limited to Title 5, California Administrative Code, Sections 10090 through 10092.

B. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall venue in Orange County, California.

7. INTELLECTUAL PROPERTY

A. Any intellectual property conceived or first reduced to practice by a Student as a work product (including work assignments, laboratory experiments, special and independent study projects) will be owned by the Student. The AFFILIATE shall not claim ownership of such intellectual property.

B. AFFILIATE agrees to contact the District's Office of General Counsel if it wishes to discuss a non-exclusive or an exclusive license or an assignment agreement with regard to Students' intellectual property rights attached to creations and inventions of said Students.

8. ADDITIONAL PROVISIONS

A. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.

B. The parties agree that at no time shall DISTRICT Students be considered an employee of AFFILIATE under the terms of this Agreement.

C. Workers Compensation: Students enrolled in the Program will be covered by District-provided workers' compensation insurance during scheduled work based learning experience hours under the provisions of this Agreement.

D. AFFILIATE and DISTRICT understand and shall make it clear to Students that the Students are not entitled to employment wages for

the work-based learning experience that is the subject of this Agreement.

E. This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with thirty (30) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

F. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.

G. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

H. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

I. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

ANAHEIM UNION HIGH SCHOOL DISTRICT

_____

Jaron Fried, Ed.D, Assistant Superintendent, Education

Date: 6/14/24

AFFILIATE

Orange County United Way
(Company Name)

By 
(Signature)

Name (Print) Sergio Contreras

Executive Director, United For Student Success
(Designate Official Capacity)

Affiliate's Address:

18012 Mitchell South

Irvine, CA 92614

Affiliate's Phone Number: 949-660-7600

EXHIBIT "A"

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the AIME WORK-BASED LEARNING AGREEMENT by and between PARTICIPANT and the DISTRICT for the DISTRICT's Anaheim's Innovative Mentoring Experience ("AIME") Work-Based Learning Program ("Program"):

One of the boxes below must be checked with regard to PARTICIPANT and PARTICIPANT's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of PARTICIPANT who will supervise students under the Agreement).

☐ **Option 1: PARTICIPANT Facilitates Background Check** - PARTICIPANT has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all PARTICIPANT's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of PARTICIPANT's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the PARTICIPANT performs the criminal background check, PARTICIPANT shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of PARTICIPANT's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall commence until the Department of Justice ascertains that none of PARTICIPANT's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

☑ **Option 2: DISTRICT Facilitates Background Check at no cost to PARTICIPANT** - PARTICIPANT may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that PARTICIPANT has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). A complete and accurate list of PARTICIPANT's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall commence until the Department of Justice ascertains that PARTICIPANT has not been convicted of a felony as defined in Government Code Section 45122.1.

PARTICIPANT CERTIFICATION

I am a representative of the PARTICIPANT entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the PARTICIPANT. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is PARTICIPANT's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all PARTICIPANT's Personnel throughout the duration of the Agreement. **A list of PARTICIPANT's Personnel is attached hereto as Attachment A.**

Date: May 14th 2024

PARTICIPANT: Orange County United Way

Signature: Ursula Parra

Print Name: Ursula Parra

Title: Business Engagement Manager

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ATTACHMENT "A"
PARTICIPANT's Personnel

Name/Company: Orange County United Way

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

END OF CERTIFICATION

ANAHEIM UNION HIGH SCHOOL DISTRICT
AIME WORK-BASED LEARNING
AGREEMENT FOR AFFILIATION
with

Therapeutic Riding Center of Huntington Beach

THIS WORK BASED LEARNING AGREEMENT ("Agreement") is entered into this 13th day of June, 2024, by and between **Therapeutic Riding Center of Huntington Beach** , hereinafter referred to as the "AFFILIATE," and the ANAHEIM UNION HIGH SCHOOL DISTRICT ("DISTRICT"), for the DISTRICT's Anaheim's Innovative Mentoring Experience ("AIME") Work-Based Learning Program ("Program"). This Agreement describes and confirms the expectations and responsibilities of the parties regarding the Program through which District students will gain experience in business settings.

WHEREAS, the AFFILIATE is able to provide a work-based learning site and,

WHEREAS, DISTRICT is authorized by law to maintain and does maintain a Work-based Learning class.

WHEREAS, the parties agree that the purpose of this Agreement is to provide on-the-job training and learning experiences to DISTRICT students, along with related classroom instruction, in order to develop students' occupational competencies ("Students").

WHEREAS, the parties agree that the AFFILIATE benefits from this Agreement by gaining productive contributions from Students in the workplace, positive publicity as a partner supporting DISTRICT students, an opportunity to develop leadership and mentoring skills among its workforce, and an expanded potential hiring pool.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto that in consideration of the mutual benefits that each of the parties hereto will derive under this Agreement, that:

1. **TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of 3 years beginning June 1, 2024, and ending May 31, 2027, unless terminated sooner.

2. ROLES AND RESPONSIBILITIES OF DISTRICT

A. Select and place the Students in a work-based learning experience with the AFFILIATE.

B. Provide the Students and the AFFILIATE with an orientation regarding the goals and objectives of the Program.

C. Provide a certificated supervising teacher to check in regularly with the AFFILIATE's site coordinator, and with the Students, regarding the progress of the work-based learning experience. The goal of the check-ins is to support and facilitate a work-based learning experience for all participants.

D. The teacher will be responsible for communicating with AFFILIATE on progress reports and the evaluation of the Students ' performance.

3. ROLES AND RESPONSIBILITIES OF AFFILIATE

A. The AFFILIATE does hereby agree to give on-the-job learning experiences to Students from the DISTRICT.

B. Provide Students with an experienced supervisor who will work to support the Students in learning from their on-the-job learning experiences.

C. Provide a safe and supervised work environment.

D. Provide the Students with meaningful work responsibilities and experience in the different departments of the AFFILIATE, in order to educate the Students about the industry/field of the AFFILIATE.

E. Provide Students with a new employee orientation (vision, mission of company; rules and regulations, etc.)

F. Engage Students in work-related activities at all times during the work-based learning experience placement.

G. The Students shall not displace regular employees of AFFILIATE, but shall work under close supervision of existing staff.

H. AFFILIATE understands that DISTRICT programs, activities, and practices shall be free from discrimination based on actual or perceived race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression; or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. AFFILIATE agrees that it shall operate in conformity with this non-discrimination statement.

4. INDEMNIFICATION

A. The AFFILIATE agrees to indemnify and hold harmless the DISTRICT and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting

directly or indirectly from the negligent or intentional acts or omissions of the AFFILIATE or officers or employees. Notwithstanding the foregoing, AFFILIATE shall have no obligation under this Section with respect to any loss that is caused by the sole negligence or willful misconduct of DISTRICT and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by AFFILIATE, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

B. The DISTRICT agrees to indemnify and hold harmless the AFFILIATE and its Board, officers, employees and agents, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting directly or indirectly from the negligent or intentional acts or omissions of the DISTRICT or its Board, officers or employees. Notwithstanding the foregoing, DISTRICT shall have no obligation under this Section with respect to any loss that is caused by the sole negligence or willful misconduct of AFFILIATE and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by DISTRICT, its subcontractors or either's agent or employee, as determined by a court of competent jurisdiction.

C. In the event of concurrent negligence of more than one party, its Board, officers, employees or agents, as determined by a court of competent jurisdiction, the liability for any and all claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a party may have under applicable law in the event of concurrent negligence of persons or entities other than the parties.

D. The provisions of this Section shall survive the termination or expiration of this Agreement.

5. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

AFFILIATE shall procure and maintain during the term of this Agreement the following insurance amounts and coverage:

A. Automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles.

B. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

C. District shall maintain workers' compensation coverage applicable to its employees.

6. COMPLIANCE WITH THE LAW

A. AFFILIATE shall be subject to and comply with all Federal, State, and local laws and regulations applicable with respect to its performance hereunder, including, but not limited to Title 5, California Administrative Code, Sections 10090 through 10092.

B. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall venue in Orange County, California.

7. INTELLECTUAL PROPERTY

A. Any intellectual property conceived or first reduced to practice by a Student as a work product (including work assignments, laboratory experiments, special and independent study projects) will be owned by the Student. The AFFILIATE shall not claim ownership of such intellectual property.

B. AFFILIATE agrees to contact the District's Office of General Counsel if it wishes to discuss a non-exclusive or an exclusive license or an assignment agreement with regard to Students' intellectual property rights attached to creations and inventions of said Students.

8. ADDITIONAL PROVISIONS

A. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.

B. The parties agree that at no time shall DISTRICT Students be considered an employee of AFFILIATE under the terms of this Agreement.

C. Workers Compensation: Students enrolled in the Program will be covered by District-provided workers' compensation insurance during scheduled work based learning experience hours under the provisions of this Agreement.

D. AFFILIATE and DISTRICT understand and shall make it clear to Students that the Students are not entitled to employment wages for

the work-based learning experience that is the subject of this Agreement.

E. This Agreement may be terminated by the mutual written agreement of both parties. Alternatively, either party may terminate this Agreement with thirty (30) days prior written notice to the other. This Agreement may be terminated immediately by either party if there is a failure to comply with the terms and conditions provided in this Agreement.

F. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.

G. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

H. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

I. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

ANAHEIM UNION HIGH SCHOOL DISTRICT

_____

Jaron Fried, Ed.D, Assistant Superintendent, Education

Date: 6/14/24

AFFILIATE

Therapeutic Riding Center of Huntington Beach
(Company Name) Therapeutic Riding Center of Huntington Beach

By Donna Brandt
(Signature)

Name (Print) Donna Brandt
Donna Brandt

President
(Job Title) President

Date: 3/21/2024

Affiliate's Address:

18381 Goldenwest
Huntington Beach, CA 92648

18381 Goldenwest
Huntington Beach, CA 92648

Affiliate's Phone Number: (714) 313-0922
(714) 848-0966
714-313-0922
714-848-0966

EXHIBIT "A"

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the AIME WORK-BASED LEARNING AGREEMENT by and between PARTICIPANT and the DISTRICT for the DISTRICT's Anaheim's Innovative Mentoring Experience ("AIME") Work-Based Learning Program ("Program"):

One of the boxes below must be checked with regard to PARTICIPANT and PARTICIPANT's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of PARTICIPANT who will supervise students under the Agreement).

☐ **Option 1: PARTICIPANT Facilitates Background Check** - PARTICIPANT has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all PARTICIPANT's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of PARTICIPANT's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the PARTICIPANT performs the criminal background check, PARTICIPANT shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of PARTICIPANT's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall commence until the Department of Justice ascertains that none of PARTICIPANT's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

☒ **Option 2: DISTRICT Facilitates Background Check at no cost to PARTICIPANT** - PARTICIPANT may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that PARTICIPANT has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). A complete and accurate list of PARTICIPANT's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as Attachment "A." No work or action under the Agreement shall commence until the Department of Justice ascertains that PARTICIPANT has not been convicted of a felony as defined in Government Code Section 45122.1.

PARTICIPANT CERTIFICATION

I am a representative of the PARTICIPANT entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the PARTICIPANT. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is PARTICIPANT's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all PARTICIPANT's Personnel throughout the duration of the Agreement. **A list of PARTICIPANT's Personnel is attached hereto as Attachment A.**

Date: 3/21/2024

PARTICIPANT: Donna Brandt (TRCHB)

Signature: Donna Brandt

Print Name: Donna Brandt

Title: President, Instructor President, Instructor

[REMAINDER OF PAGE INTENTIONALLY BLANK]

ATTACHMENT "A"
PARTICIPANT's Personnel

Name/Company: Kirsten Brooke / TRCHB

Name/Company: Ashley Connelly / TRCHB

Name/Company: Alexandra Giacoletti / TRCHB

Name/Company: Donna Barrett / TRCHB

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

END OF CERTIFICATION

FIRST AMENDMENT
TO
CALIFORNIANSFORALL YOUTH WORKFORCE DEVELOPMENT GRANT AGREEMENT
(CaliforniansForAll Youth Jobs Corps Program)

THIS FIRST AMENDMENT TO CALIFORNIANSFORALL YOUTH WORKFORCE DEVELOPMENT GRANT AGREEMENT (CaliforniansForAll Youth Jobs Corps Program) (the "First Amendment"), is dated for purposes of identification only as of June 13th, 2024, by and between the CITY OF ANAHEIM, a municipal corporation and charter city (the "City"), and ANAHEIM UNION HIGH SCHOOL DISTRICT, a Political Subdivision of the State of California (the "Subrecipient"), with reference to the following:

A. The City and Subrecipient (each, a "Party" and, jointly, the "Parties") entered into that certain CaliforniansForAll Youth Workforce Development Grant Agreement (CaliforniansForAll Youth Jobs Corps Program) dated as of June 1, 2023, which is incorporated herein by this reference (the "Original Agreement").

B. The "Maximum Amount of Subgrant" as defined in Section 1 (Definitions) and referenced in Section 2.2 of the Original Agreement is $35,000.00.

C. The "Term Expiration Date" as defined in Section 1 (Definitions) and referenced in Section 4 of the Original Agreement terminates on April 30, 2024.

D. The Parties desire to amend the Original Agreement to increase the "Maximum Amount of Subgrant" to $145,000.00 and extend the "Term Expiration Date" to September 30, 2024.

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Maximum Amount of Subgrant.** The parties hereby agree that Section 2.2 (Maximum Amount of Subgrant) of the Original Agreement is hereby amended to increase the Maximum Amount of Subgrant, as defined in Section 1 (Definitions), from $35,000.00 to $145,000.00.

Section 3. **Term.** The Parties hereby agree that Section 4 (Term) of the Original Agreement is hereby amended to extend the Term Expiration Date, as defined in Section 1 (Definitions), from April 30, 2024, to September 30, 2024, subject to earlier termination as provided in Subsection 6.1.4 or Section 7 of the Original Agreement.

Section 4. **Integration.** This First Amendment, the agreements specifically referred to herein, and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect to the subject matter hereof. This First Amendment amends, as set forth herein, the Original Agreement and, except as specifically

amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the Parties.

Section 5. **Binding Effect of Agreement.** Each of the Parties to this First Amendment represents that the person signing this First Amendment on behalf of such Party is fully authorized to execute the First Amendment on behalf such Party and has the full legal authority to bind his or her respective Party to all of the terms, conditions and provisions of this First Amendment and that no other approvals or consents are necessary in connection therewith. All terms and conditions of this First Amendment shall be binding upon the Parties, their heirs, administrators, successors, representatives and/or assigns.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS HEREOF, the Parties enter into this First Amendment on the year and day first above written.

"SUBRECIPIENT"
ANAHEIM UNION HIGH SCHOOL DISTRICT, a Political Subdivision of the State of California

By: _____
Jaron Fried, Ed. D
Assistant Superintendent, Education

"CITY"
CITY OF ANAHIEM,
a municipal corporation and charter city

By: _____
Grace Ruiz-Stepter
Director, Housing and Community Development Department

APPROVED AS TO FORM:

ROBERT FABELA, CITY ATTORNEY

By: _____
Ryan O. Hodge
Deputy City Attorney RH 4/23/24

ATTEST:

THERESA BASS, CITY CLERK

By: _____
Theresa Bass

ORDER FORM

QUOTE # Q-366330
DATE 3/14/2024
EXPIRATION DATE 7/30/2024

Bill To
Anaheim Union High School District (CA)
PO Box 3520
Anaheim, California 92803
United States

Ship To
Anaheim Union High School District (CA)
501 N Crescent Way
Anaheim, California 92801-5401
United States

GoGuardian
Liminex, Inc. dba GoGuardian
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") on behalf of itself and its family of company Affiliates including Pear Deck, Inc. ("**Pear Deck**"), Edulastic (formally - Snapwiz, Inc. doing business as Edulastic, "**Edulastic**"), and Zorro Holdco LLC dba TutorMe ("**TutorMe**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula (for Liminex), https://www.peardeck.com/terms-of-service (for Pear Deck), http://edulastic.com/terms-of-service (for Edulastic), and https://tutorme.com/policies/eula (for TutorMe) (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
27,110	GG-TCR1Y-010000	GoGuardian Teacher with Video Conferencing	7/1/2024	6/30/2025	$3.38	$91,631.80
					TOTAL (USD):	$91,631.80

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5%
above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

ORDER FORM

QUOTE #	Q-366330
DATE	3/14/2024
EXPIRATION DATE	7/30/2024

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

ORDER FORM

QUOTE # Q-366330
DATE 3/14/2024
EXPIRATION DATE 7/30/2024

By Organization:

Organization Name:

Signature:

Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Email: fried_ja@auhsd.us

By GoGuardian:

Company Name:

Liminex, Inc. dba GoGuardian

Signature: Lauren Anderson
Lauren Anderson (Mar 14, 2024 09:40 PDT)

Name: Lauren Anderson

Title: Account Manager - Enterprise

Email: landerson@goguardian.com

Scanned Copy of Purchase Order :

Purchase Order Number :

Accounts Payable Contact :

First:

Last:

Email:

Add a Note :

EXHIBIT KKK

Sales Order For:		Contact Information:	
Account	ANAHEIM UNION HIGH	**Company Name**	Nearpod, LLC
Address	501 N CRESCENT WAY ANAHEIM, California 92801 UNITED STATES	**Address**	2911 Peach Street Wisconsin Rapids, WI 54494
Contact	Erik Greenwood	**Nearpod Contact**	Susan Fasano susanf@nearpod.com
		Company Phone	305-677-5030

Service Start: 07/01/2024

Service End: 06/30/2025

Please Note: If you are a *Tax-Exempt Customer*, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Ask your Nearpod Rep about locking in your rate for up to 3 years with multi-year pricing.

PRODUCTS

Product	Quantity	Total
Nearpod Premium Plus - District	All Students	$104,617.78
Nearpod English Learner	All Students	$24,191.40
Online Training	6 - Trainings	$2,700.00
	Total	(USD) $131,509.18

Nearpod Confidential. All rights reserved.

Product Description Detail

Nearpod Premium Plus - District

Nearpod Premium Plus - District:

Nearpod Premium Plus, including unlimited access to:

- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features
- Nearpod Lesson Library with 8,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands
- Nearpod Video & Activity Library with 10,200+ standards-aligned interactive videos and 3,300+ activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons
- District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more
- Premium Plus lesson delivery features, including Live Teacher Annotation, Co-Teaching, and Live to Student-Paced

Nearpod English Learner

Nearpod EL is a standards-aligned supplemental program that provides the content, tools, and organization needed to create daily differentiated learning experiences that maximize language acquisition for all learners. Nearpod EL empowers every teacher to:

- Differentiate instruction with EL Content Companions and language supports, all organized in one place
- Engage every learner with equitable learning experiences
- Know where students need help through real-time data

Online Training

Online Training:

Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.

Training Policy

Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: http://nearpod.com/resources

Nearpod Confidential. All rights reserved.

Terms

This Sales Order is valid until: 6/30/24
Service will run from 07/01/2024 until 06/30/2025, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $131,509.18.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: https://nearpod.com/terms-conditions, the Nearpod Privacy Policy available online at: https://nearpod.com/privacy-policy, the Flocabulary Terms of Use available online at: https://flocabulary.com/terms-of-use/, and the Flocabulary Privacy Policy available online at: https://flocabulary.com/privacy-policy/, as applicable.

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Order Information (REQUIRED):

Yes [ ] – Please provide PO number below

No [ ]

PO Number: _____

Name: Dr. Jaron Fried

Signature: _____

Date: 6/14/24

Tax Exempt #: _____

Nearpod Confidential. All rights reserved.

wevideo

Date: 4/30/2024 14:50:42
Number: WVS-1913203

Price Quote/Proposal

Remit Payment To:

WeVideo, Inc.
P.O. Box 103175
Pasadena, CA 91189-3175
Fax: 408-819-9441

Customer Information:

Accounts Payable

Anaheim Union High School District
501 N. Crescent Way
Anaheim, California 92801

Expires: 6/30/2024
Contact: Justin Colvin
Customer Success Manager
jcolvin@wevideo.com

Notes:

Anaheim Union High School District is presented with the following WeVideo for Schools subscription price proposal. With this agreement, Anaheim Union High School District is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, Anaheim Union High receives 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by Anaheim Union High School District below:

	Product/Description			Total Extended Price
5000 users	WeVideo for Schools Annual Subscription *without* Interactivity			$16,271.49
			Subtotal	$16,271.49
Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption			**Tax (exempt?)**	
Quote is valid for terms as stated above and below				
All prices in US Dollars ($)			**Total**	$16,271.49

SECTION I - Term length and subscription term discount options (CHECK ONE):

[ ]	Purchase 12 months/1 year subscription	billed anually:	**$16,271.49**	
[ ]	Purchase 24 months/2 year subscription	prepay:	**$29,288.69**	and save 10% on license*
[ ]	Purchase 36 months/3 year subscription	prepay:	**$41,492.31**	and save 15% on license*
[ ]	Purchase 48 months/4 year subscription	prepay:	**$52,068.78**	and save 20% on license*
[ ]	Purchase 60 months/5 year subscription	prepay:	**$61,018.10**	and save 25% on license*

**if pre-paying for multi-year license, please take amount above, then add any additional Professional Development or optional items back into total. Or, contact your Customer Success Manager.*

SECTION II - Purchase Order Requirement (CHECK ONE):

[ ] Yes, a school/district Purchase Order is required to invoice our school or district. Please return a copy of your PO with this signed quote.

[ ] No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

Proprietary & Confidential © 2023 All Rights Reserved

wevideo

Date: 4/30/2024 14:50:42
Number: WVS-1913203

Price Quote/Proposal

School/District: Anaheim Union High
Contact: Accounts Payable

SECTION III - COMPLETE **ALL** FIELDS: **REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT**

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name: Anaheim Union High School District

WeVideo account admin/owner who will log-in/manage the WeVideo account on a daily basis

Admin/owner Fist Name: Erik

Admin/owner Last Name: Greenwood

Admin/owner **Email**: greenwood@auhsd.us

Job title/role: Chief Technology Officer Anaheim Union High School District

Phone Number: (714) 999-3765

BILLING INFORMATION

Accounts Payable Contact First Name:

Accounts Payable Contact Last Name:

Accounts Payable Email:

Accounts Payabe Phone Number:

PROPOSAL ACCEPTANCE

School or district purchase approver

To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature: Date: 6/14/24

Print Name: Dr. Jaron Fried

Print Title: Assistant Superintendent, Ed. Division

Proprietary & Confidential © 2023 All Rights Reserved

Renewal Contract for Existing Clients
Web Hosting Services
12-01-2023

Anaheim UHSD (CA)

Web Hosting – 23 Site(s)

Cyberschool Web Hosting Platform

Web Hosting 2024-25 Academic Year

Interactive Educational Services, Inc. 5401 Business Park South, Suite 108, Bakersfield, CA 93309
Phone: 661-859-1900 Toll Free: 877-49LEARN (877-495-3276) Fax: 661-859.1840

Interactive Educational Services, Inc. (IES)
5401 Business Park South, Suite 108
Bakersfield, CA 93309
Toll Free: 1.877.495.3276 x100
Fax: 661.859.184

Anaheim UHSD (CA)
501 N Crescent Way
Anaheim, CA 92801

Term of Service - Please select your preference

✓ **1-Year Service Commencing July 1, 2024 and Terminating June 30, 2025.**

Web Hosting Services

IES Inc. agrees to provide Web Hosting Services to the Applicant at an external location outside of the Applicant's premises. Applicant agrees and acknowledges that IES Inc. provides Web Hosting Service only and does not provide website content. Applicant agrees and acknowledges that Applicant is entirely responsible for creating and providing all website content.

Cost for Services

Service	Qty/Sites	Annual Costs
Recurring Annual Web hosting and Maintenance	**23**	**$16,100.00**
	Total Annual Cost	**$16,100.00**

Agreed Upon Billing Method

Applicant will be invoiced annually (once a year)

Terms and Conditions

IES, Inc. agrees to provide Applicant with Web Hosting Services beginning on the first day of the Term of Service. Applicant may terminate this agreement at any time with 30 days' written notice. IES, Inc. will terminate this agreement for nonpayment of fees at any time fees are delinquent for more than 30 days. There is an early termination fee if the customer terminates the service in less than 3 year(s). This fee is prorated and calculated by taking the months remaining on the Service Agreement multiplied by the monthly hosting fee (annual fee divided by 12) as specified in “Cost for Services” section of this contract.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written below:

Service Provider	Applicant
Mohsen Attaran President	Authorized Signature
12-01-2023 Date	6/14/24 Date
	Print Name: Dr. Jaron Fried

EXHIBIT NNN

AGREEMENT NUMBER: 10005331

ANAHEIM UNION HIGH SCHOOL DISTRICT
INTERNET ACCESS AGREEMENT

This Internet Access Agreement is hereby entered into this 1st day of July, 2024, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide Internet access for up to 10 GB and support to DISTRICT at no cost in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2024, and ending on June 30, 2025, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT. SUPERINTENDENT shall provide Internet access and support pursuant to Section 1.0 of this AGREEMENT at no cost to the DISTRICT. SUPERINTENDENT receives Internet access at no charge from the California K-12 High Speed Network. DISTRICT shall be notified in writing if SUPERINTENDENT no longer receives Internet access at no charge at which time, SUPERINTENDENT will provide DISTRICT an itemized invoice. DISTRICT will have the option to pay the invoice or terminate this AGREEMENT at DISTRCIT'S discretion.

4.0 DISTRICT'S RESPONSIBILITIES.

A. DISTRICT acknowledges that DISTRICT's timely provision of and SUPERINTENDENT's access to relevant DISTRICT assistance, cooperation, and complete and accurate information and data is essential to the performance of SUPERINTENDENT's services and that SUPERINTENDENT shall not be liable for any deficiency in performing the services if such deficiency results from DISTRICT's failure to provide the foregoing.

B. DISTRICT shall provide SUPERINTENDENT with appropriate information and reasonable access to DISTRICT's computer and network systems and provide all information, access, and cooperation reasonably necessary to facilitate the services, including an employee of DISTRICT who has substantial computer systems and network experience to act as a liaison between DISTRICT and SUPERINTENDENT. In addition, DISTRICT shall provide SUPERINTENDENT access to specific files or other data necessary to perform its work.

C. DISTRICT understands and agrees to notify SUPERINTENDENT of any security incident involving data loss/breach. This would include a district wide impact and/or ransomware attack.

5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance for Internet access between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 8:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT'S employees and shall not be considered in any manner to be DISTRICT'S employees.

7.0 HOLD HARMLESS.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand and every liability loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from every claim or demand and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

9.0 APPLICABLE LAW. The services completed herein must meet the approval of the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

10.0 ASSIGNMENT. Neither party shall subcontract or assign this AGREEMENT or the performance of any of the services set forth in this AGREEMENT without prior written approval of the non-assigning party.

11.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of sixty (60) days prior written notice to the other party.

12.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

13.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

DISTRICT: Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92801
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P. O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

14.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between SUPERINTENDENT

and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Dr. Jaron Fried	PRINTED NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Director
DATE: 6/14/24	DATE: May 14, 2024

Anaheim UHSD-Internet Access(10005331)2024-2025
Zip5

EXHIBIT OOO

Agreement Number: 10005357

ANAHEIM UNION HIGH SCHOOL DISTRICT
NETWORK SUPPORT AND CYBER SECURITY SERVICES

This AGREEMENT is hereby entered into this 1st day of July, 2024, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support along with DISTRICT internet circuits(s) handoff and Distributed Denial of Services (DDoS) Protection and to assist DISTRICT in assessing the DISTRICT's network systems defenses against electronic and social exploits to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT. SUPERINTENDENT will provide up to 20gbps data connectivity. Additional or higher speeds if requested by DISTRICT will be charged based on cost incurred by SUPERINTENDENT.

2.0 TERM. The term of this AGREEMENT shall be for a period of one (1) year commence July 1, 2024, and ending on June 30, 2025, subject to termination as set forth in Section 13.0 of this AGREEMENT.

3.0 SCOPE OF WORK.

A. NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications and services via the SUPERINTENDENT'S network utilized by the SUPERINTENDENT. Applications and services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging/Workflow (i.e. Pan, etc.) (Separate contract required)
6. Data Center Site Services-California (Separate contract required)
7. Data Center Site Services-Arizona (Separate contract required)

B. DDoS PROTECTION. SUPERINTENDENT shall make the best effort to protect against a Distributed Denial of Services (DDoS) attack against the DISTRICT. DISTRICT agrees that network traffic for the DISTRICT may be rerouted during a DDoS attack to a third-party entity for protection. District also agrees that SUPERINTENDENT may use alternative methods for DDoS protection. DDoS protection mechanism will only need to inspect META Data. A maximum of 20 total hours will be expended by SUPERINTENDENT staff to mitigate DDoS attack. SUPERINTENDENT has option

to charge DISTRICT a rate of One hundred fifty dollars ($150.00) per hour for services beyond the 20 hours for this service per DISTRICT request.

C. DISTRICT is engaging SUPERINTENDENT as an independent contractor to assist DISTRICT in assessing DISTRICT's network systems defenses against electronic and social exploits. SUPERINTENDENT's cyber security services shall include the following:

1. Security Awareness Training
2. Security Assessment against Center for Internet Security (CIS) for effective cyber defense controls
3. Security Program Road Mapping
4. Security Program Document Development
5. Vulnerability Assessment
6. Security testing

D. DISTRICT understands and agrees that SUPERINTENDENT's services do not include data breach or forensic services. SUPERINTENDENT shall perform the services referenced above as long as DISTRICT maintains a reasonable request for cyber security guidance and not for data breach or forensic services by the SUPERINTENDENT. SUPERINTENDENT assumes no responsibility for any security or data loss/breach from the guidance provided.

E. SUPERINTENDENT may, upon written request from the DISTRICT, provide other cyber security services that may arise. The DISTRICT shall pay SUPERINTENDENT for such additional services at a rate of One hundred fifty dollars ($150.00) per hour.

F. DISTRICT shall be solely responsible for all of DISTRICT's

remediation based on findings, end user training, data, security, maintenance and upkeep of its network hardware, servers, storage and any other equipment based upon the cyber security services provided.

G. SUPERINTENDENT shall provide DISTRICT a report analysis of cyber security services provided. DISTRICT is responsible for correcting items in written analysis.

H. The written analysis provided by the SUPERINTENDENT is solely for the use of the DISTRICT. Accordingly, before taking actions based upon such information, SUPERINTENDENT encourages DISTRICT to consult with the appropriate professionals.

4.0 DISTRICT'S RESPONSIBILITIES.

A. DISTRICT acknowledges that DISTRICT's timely provision of and SUPERINTENDENT's access to relevant DISTRICT assistance, cooperation, and complete and accurate information and data is essential to the performance of SUPERINTENDENT's services and that SUPERINTENDENT shall not be liable for any deficiency in performing the services if such deficiency results from DISTRICT's failure to provide the foregoing.

B. DISTRICT shall provide SUPERINTENDENT with appropriate information and reasonable access to DISTRICT's computer and network systems and provide all information, access, and cooperation reasonably necessary to facilitate the services, including an employee of DISTRICT who has substantial computer systems and network experience to act as a liaison between DISTRICT and SUPERINTENDENT. In addition, DISTRICT shall provide SUPERINTENDENT access to specific files or other data necessary to perform its work.

C. DISTRICT understands and agrees to notify SUPERINTENDENT of any security incident involving data loss/breach. This would include a district wide impact and/or ransomware attack.

5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of Thirteen thousand four hundred dollars ($13,400.00) for network support services and cyber security services rendered, pursuant to Section 3.0 of this AGREEMENT. DISTRICT's agrees to pay SUPERINTENDENT charges within (30) days upon receipt of an invoice from SUPERINTENDENT. SUPERINTENDENT shall invoice DISTRICT separately for additional network support services or cyber security services requested by DISTRICT. Payment shall be mailed to: Orange County Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus Drive, Costa Mesa, California 92626-9050, or at such other place as SUPERINTENDENT may designate in writing.

Charges per year shall be as follows:

1. $4,600.00 Network Support Services
2. $8,800.00 Cyber Security Services

Total Fees: $13,400.00

6.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance on SUPERINTENDENT'S Network between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT.

A. SUPERINTENDENT'S technical support via telephone shall be

provided to DISTRICT without charge Monday through Friday from 7:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays. Technical support outside of this timeframe will require prior authorization. SUPERINTENDENT has option to charge DISTRICT a rate of One hundred fifty dollars ($150.00) per hour for technical support outside the included days and hours noted above per DISTRICT request.

B. SUPERINTENDENT may, upon mutual agreement of the parties, provide other technical services which include but are not limited to troubleshooting network problems that may arise. The DISTRICT shall pay SUPERINTENDENT for such additional services at a rate of One hundred fifty dollars ($150.00) per hour.

7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT'S employees and shall not be considered in any manner to be DISTRICT'S employees.

8.0 HOLD HARMLESS.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees

from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for any loss or damage that results from scanning and/or security testing of the DISTRICT's network and computer systems, bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

10.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules and regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT's business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

11.0 ASSIGNMENT. DISTRICT or SUPERINTENDENT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the other party.

12.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

13.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this AGREEMENT with or without cause, upon the giving of thirty (30) days prior written notice to the other party.

14.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

DISTRICT: Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92801
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

15.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

///

///

///

///

///

///

///

///

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Dr. Jaron Fried	PRINTED NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Director
DATE: 6/14/24	DATE: May 14, 2024

Anaheim UHSD-Network Support-Cyber Security Services(10005357)2024-2025
ZIP5

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2024-2025

TABLE OF CONTENTS

I. GENERAL PROVISIONS

1. MASTER CONTRACT 1
2. CERTIFICATIONS AND LICENSES 1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICES AGREEMENT 3
7. DEFINITIONS 4

II. ADMINISTRATION OF CONTRACT

8. NOTICES 5
9. MAINTENANCE OF RECORDS 5
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 6
12. VENUE AND GOVERNING LAW 6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION 7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 11
20. NON-DISCRIMINATION 11

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION 11
22. GENERAL PROGRAM OF INSTRUCTION 12
23. INSTRUCTIONAL MINUTES 13
24. CLASS SIZE 14
25. CALENDARS 14
26. DATA REPORTING 15
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 15
28. STATEWIDE ACHIEVEMENT TESTING 15
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS 16
30. POSITIVE BEHAVIOR INTERVENTIONS 16
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 18
33. SURROGATE PARENTS 19
34. DUE PROCESS PROCEEDINGS 19
35. COMPLAINT PROCEDURES 19
36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. TRANSCRIPTS 20
38. LEA STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM 21
40. PARENT ACCESS 21

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT 21
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS 21
43. STATE MEAL MANDATE 22
44. MONITORING 23

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS 24
46. STAFF QUALIFICATIONS 24
47. CALSTRS OR PERS RETIREMENT REPORTING 25
48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 25
49. STAFF ABSENCE 26
50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME 26

V. HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY 27
52. FACILITIES AND FACILITIES MODIFICATION 27
53. ADMINISTRATION OF MEDICATION 27
54. INCIDENT/ACCIDENT REPORTING 28
55. CHILD ABUSE REPORTING 28
56. SEXUAL HARASSMENT/DISCRIMINATION 28
57. REPORTING OF MISSING CHILDREN 28

VI. FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES 28
59. RIGHT TO WITHHOLD PAYMENT 30
60. PAYMENT FROM OUTSIDE AGENCIES 31
61. PAYMENT FOR ABSENCES 31
62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 32
63. INSPECTION AND AUDIT 33
64. RATE SCHEDULE 34
65. DEBARMENT CERTIFICATION 34

EXHIBIT A: RATES 36
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT 38
EXHIBIT C: NOTICES 40
EXHIBIT D: SUPPLEMENT TO SECTION 62 - LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS 41

2024-2025

CONTRACT NUMBER: _____

LEA: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this _____ day of _____, 2024, between the _____District (hereinafter referred to as "District" or local educational agency "LEA") and _____ (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special

education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2025 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c).) No Master Contract will be offered unless and until all of the contracting

requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2025.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.

e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate

that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent;, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or their designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to

record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); notification of injury; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, behavior emergency reports (BER), incident reports, notification of injury and all other reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. In addition, the cause shall not be to effectuate a change in placement in circumvention of the IEP process. To terminate the Master Contract for cause, either party shall give no less than twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give no less than twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

$2,000,000 per occurrence
$ 5,000 medical expenses
$1,000,000 personal & advertising injury
$4,000,000 general aggregate

B. **Sexual Abuse or Molestation Liability,** with minimum limits as follows:

$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
$3,000,000 sexual abuse or molestation per occurrence for NPS
$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

If policies are provided on a claims-made basis, an extended reporting period coverage for claims made within five years after termination of this Agreement is required.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or

mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

C. **Auto Liability Insurance.** To the extent vehicles, other than buses, are used to transport students, such vehicles shall have liability coverage of not less than $1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of $1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be $10,000,000 combined single limit per occurrence.

D. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

E. **Errors & Omissions (E & O)/Malpractice (Professional Liability**) coverage with the following limits:

$2,000,000 per occurrence or, if claims-made, per claim
$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

F. **Cyber Liability Insurance** coverage with not less than the following limits:

$1,000,000 per occurrence or claim
$2,000,000 aggregate

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

G. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella Liability coverage limits that satisfy the minimum limits expressed above in A, B, E and F.

H. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision.

I. The Commercial General Liability, Automobile Liability, Cyber Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

J. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.

K. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

L. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.

M. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

N. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

O. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request

parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless, former juvenile court school pupils, child of a military family or migrant student and other students as set forth in Education Code section 51225.1 as well as students eligible for the California Alternate Assessment and diploma of graduation from high school as set forth in Education Code section 51225.31. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract.

Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services unless LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of

billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by the IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), and the Alternate ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student;

and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915,using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915. Written notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from the current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special

education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to

California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall assign grades and prepare transcripts at the close of each semester, or upon LEA student transfer, for each LEA student in grades nine (9) through twelve (12) inclusive, including students eligible for a diploma in accordance with Education Code section 51225.31. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3). For foster youth, the definition of school of origin includes placement in a nonpublic school (Education Code sections 48853.5(g)(3) and 48204(a)(2)).

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

CONTRACTOR shall notify LEA in writing of any verbal and/or written concern/problem reported to a student's parent during parental access to CONTRACTOR'S facilities that would impact implementation of the student's IEP or offer of a FAPE.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or

serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r),3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the

individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in

accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

In the event a LEA student is chronically absent due to school refusal or other behaviors related to the student's disability and IEP interventions have been unsuccessful in improving school attendance, CONTRACTOR may request that LEA provide payment for a billable day of attendance related to such absences, on a case-by-case basis given the unique circumstances of the student and the student's individualized needs. LEA may, in its sole discretion, agree to pay CONTRACTOR for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Any such determination by the LEA must be set forth in writing as a condition for such payment.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392:

a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.

b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of

teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provide herein.

CONTRACTOR,

Nonpublic School/Agency

By: _____
Signature Date

Name and Title of Authorized Representative

LEA,

6/14/24

By: _____
Signature Date
Dr. Jaron Fried, Assistant Superintendent, Ed. Division

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2024-2025 RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2024-2025**
(**NONPUBLIC SCHOOL OR AGENCY**) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Daily Basic Education Program/Specialized Academic Instruction		
Daily Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Transportation – Multiple Students		
	e. Public Transportation		
	f. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

(14)	Other _____	_____	_____
(15)	Other _____	_____	_____
(16)	Other _____	_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.
**By credentialed Special Education Teacher.

EXHIBIT B

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)				**Nonpublic School/Agency**			
Address				**Address**			
City, State Zip				**City, State, Zip**			
LEA Case Manager				**Phone**		**Fax**	
				E-Mail			
Student Last Name		**Student First Name**		**Program Contact Name**			
				Phone		**Fax**	
D.O.B.		**I.D. #**		**E-Mail**			
Grade	**Level**	**Sex**	**( ) M ( ) F**	**Education Schedule – Regular School Year**			
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**		**Number of Weeks**	
				Education Schedule – Extended School Year			
				Number of Days		**Number of Weeks**	
Address				**Contract Begins**		**Ends**	
City, State, Zip				**Master Contract Approved by the Governing Board on**			
Home Phone		**Business**					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	**PROVIDER**				**Cost and Duration of Session**	**Number of Sessions per wk/mo/yr**	**Maximum Number of Sessions**		**Estimated Maximum Total Cost for Contracted Period**
	LEA	**NPS**	**NPA**	**OTHER** Specify			**Reg School Year**	**ESY**	
A. BASIC EDUCATION Specialized Academic Instruction									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			**$**

ESTIMATED MAXIMUM RELATED SERVICES COST $_____

SPECIALIZED EQUIPMENT/SUPPLIES _____ $_____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ _____

4. Other Provisions/Attachments:

_____

_____

5. Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

_____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-LEA-
(Name of Nonpublic School/Agency)	(Name of LEA)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:
   [Insert Name]
   [Insert Title] (i.e. SELPA Director/Special Education Director)
   [Insert Address]
   [Insert Phone/Fax]
   [Insert E-mail]

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:
   [Insert Name]
   [Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)
   [Insert Address]
   [Insert Phone/Fax]
   [Insert E-mail]

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:
   [Insert Name]
   [Insert Title] (i.e. SELPA Director/Special Education Director)
   [Insert Address]
   [Insert Phone/Fax]
   [Insert E-mail]

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education ("CDE"), California Department of Public Health ("CDPH"), Centers for Disease Control and Prevention ("CDC"), and Orange County Health Care Agency ("OCHCA").

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2024-2025 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR**.

Memorandum of Understanding Between

Anaheim Union High School District

And

Tustin Unified School District

2023-2024

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Tustin Unified School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 1, 2023, and ending June 30, 2024.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance ofpupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2023-2024 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacherand/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal preceding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for CivilRights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, theprojected number of pupils expected to be transferred to the Provider District programs for special educationand support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities,staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District: Anaheim Union High School District

Address: 501 N. Crescent Way

City: Anaheim, CA 92801

Attn:	Amie Maya
Title:	Director, Special Youth Services
Telephone:	714-999-3527
Fax:	714-999-0622

Sending District

School District:	Tustin Unified School District
Address:	300 South C Street
City:	Tustin, CA 92780
Attn:	Kate Christmas
Title:	Assistant Superintendent, Special Education
Telephone:	(714)730-7301 ext 51314
Fax:	

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending Districtand its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

By: _____
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

6/14/24
Date

Date Approved by Provider
District Board: 6/13/24

Tustin Unified School District
Sender District

By: _____
Authorized Agent Signature

Harold Sullins, Chief Financial Officer
Name/Title

Date: 2/14/2024

Date Approved by Sender
District Board February 13, 2024

cc: SELPA

Memorandum of Understanding Between

Anaheim Union High School District

And

Placentia-Yorba Linda Unified School District

2023-2024

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Placentia Yorba Linda Unified School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 1, 2023, and ending June 30, 2024.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance ofpupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2023-2024 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacherand/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal preceding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for CivilRights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, theprojected number of pupils expected to be transferred to the Provider District programs for special educationand support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities,staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

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

Attn:	Amie Maya
Title:	Director, Special Youth Services
Telephone:	714-999-3527
Fax:	714-999-0622

Sending District

School District:	Placentia-Yorba Linda Unified School District
Address:	1301 E. Orangethorpe Ave.
City:	Placentia, CA 92870
Attn:	Renee Gray
Title:	Executive Director, Special Education/SELPA
Telephone:	(714)985-8710
Fax:	

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending Districtand its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

By: _____
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

6/14/24
Date

Date Approved by Provider
District Board: 6/13/24

Placentia-Yorba Linda Unified School District
Sender District

By: _____
Authorized Agent Signature

Gary Stine, Asst. Supt., CBO
Name/Title

2-14-24
Date

Date Approved by Sender
District Board: 2-13-24

cc: SELPA

ANAHEIM UNION HIGH SCHOOL DISTRICT

AMENDMENT TO INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Amendment to Independent Contractor Services Agreement (Amendment) is entered into by QBS Midco, LLC (Contractor) and the Anaheim Union High School District (District). Contractor and District are hereinafter collectively referred to as the Parties.

WHEREAS, the Parties entered into that certain Independent Contractor Services Agreement (Agreement) ratified by the Board of Trustees on April 13, 2023, whereby Contractor agreed to provide safety training; and

WHEREAS, the term of the Agreement was from April 1, 2023 through June 30, 2025, with total compensation payable by the District to Contractor not to exceed $41,000.00; and

WHEREAS, to accommodate, and compensate, costs associated with necessary additional training, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, subject to ratification by the District's Board of Trustees, in consideration of the covenants, agreements, and representations set forth herein, and pursuant to paragraph 22 of the Agreement the Parties agree as follows:

1. The Parties agree to increase the maximum compensation payable by the District to Contractor in paragraph 4 of the Agreement to an amount not exceed $68,000.00.

2. All other terms of the Agreement not altered hereby remain unchanged and in full force and effect.

By signing below, the Parties agree to the terms of this Amendment.

Dated: 5/13/2024

Andrew Felber

QBS Midco, LLC

Dated: 6/14/24

Jaron Fried, Ed. D.
Assistant Superintendent, Ed. Services
Anaheim Union High School District

ANAHEIM UNION HIGH SCHOOL DISTRICT
SPECIAL YOUTH SERVICES
501 N. CRESCENT WAY
ANAHEIM, CA 92801

TRANSPORTATION AGREEMENT

This is to certify that [redacted] (Parents) agree to the following method of transportation during the remainder of the regular school year 2023-2024:

Parents will provide [redacted] (Student) transportation from her home [redacted] to University High School DHH Program located at 4771 Campus Drive, Irvine, CA 92612, and will be reimbursed at the current IRS rate per mile for a total of 48.5 miles roundtrip daily twice per day. The maximum amount approved is as follows:

Current IRS per semester rate x 48.5 roundtrip miles x 2 per day. Not to exceed $12,000.00

Invoicing to the District is required monthly, listing date of transporting student to and from University High School DHH Program and verified by attendance from .

During the entire term of this agreement, and any extension or modification thereof, Parents shall keep in effect a policy or policies of liability insurance, including coverage on owned and non-owned automobiles, of at least $100,000.00 for each person, and $300,000.00 for each accident or occurrence for all damages arising out of deaths, bodily injury, sickness or diseases from any one accident of occurrence, and $25,000.00 for all damages arising out of injury to or destruction of property for each accident or occurrence. Parents agree to provide a copy of their insurance policy to the District prior to transporting student. Parents agree to indemnify and hold district harmless for any act of family in providing said transportation.

The following persons are authorized to transport Student from her home to University High School DHH Program: [redacted]
Please print name/s

Parent Signature: Parent signature on file Date: _____

Parent Signature: Parent signature on file Date: _____

Dr. Jaron Fried: _____ Date: 6/14/24
Assistant Superintendent, Education Division

Board Approved: 6/13/24
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT
SPECIAL YOUTH SERVICES
501 N. CRESCENT WAY
ANAHEIM, CA 92801

TRANSPORTATION AGREEMENT

This is to certify that [redacted] (Parent) agrees to the following method of transportation during the regular school year 2023-2024:

Parent will provide [redacted] (Student) transportation from his home at [redacted] to Venado Middle School DHH Program located at 4 Deerfield Ave., Irvine, CA 92604, and will be reimbursed at the current IRS rate per mile for a total of 30.4 miles roundtrip daily twice per day. The maximum amount approved is as follows:

Current IRS per semester rate x 60.8 roundtrip miles x 2 per day. Not to exceed $5,300.00

Invoicing to the District is required monthly, listing date of transporting student to and from Venado Middle School DHH Program and verified by attendance from .

During the entire term of this agreement, and any extension or modification thereof, Parents shall keep in effect a policy or policies of liability insurance, including coverage on owned and non-owned automobiles, of at least $100,000.00 for each person, and $300,000.00 for each accident or occurrence for all damages arising out of deaths, bodily injury, sickness or diseases from any one accident of occurrence, and $25,000.00 for all damages arising out of injury to or destruction of property for each accident or occurrence. Parents agree to provide a copy of their insurance policy to the District prior to transporting student. Parents agree to indemnify and hold district harmless for any act of family in providing said transportation.

The following persons are authorized to transport Student from her home to Venado Middle School DHH Program: [redacted]
Please print name/s

Parent Signature: Parent signature on file Date: _____

Parent Signature: Parent signature on file Date: _____

Dr. Jaron Fried: _____ Date: 6/14/24
Assistant Superintendent, Ed. Division

Board Approved: 6/13/24
Date

Instructional Materials Submitted for Adoption
Thursday, June 13, 2024
May 8, 2024-June 13, 2024

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
English	Suppl.	English I Ethnic Studies (#EN120)	9-12	*Diary of a Reluctant Dreamer*	Mad Creek Books
IB Science (Kennedy)	Basic	IB Biology (#SC303)	11-12	*Oxford Resource of IB Biology Companion*	Oxford University Press
Social Studies	Suppl.	Social Studies-Ethnic Studies (#SS300)	11-12	*Asian American Histories of the United States*	Beacon Press

Instructional Materials Submitted for Display
Thursday, June 13, 2024
June 14, 2024- July 18, 2024

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Science	Basic	AP Chemistry (SC401)	9-12	Chemistry, 11th Edition AP Edition	Cengage
Social Science	Basic	AP Psychology (#SS310)	10-12	*Psychology for the AP Course*	Bedford, Freeman & Worth Publishers
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*American Impressionism: California School*	FFCA, Fleischer Museum
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*Arthur Beaumont: Art of the Sea*	The Irvine Museum
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*East Meets West: American Impressionism*	FFCA, Fleischer Museum
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*Franz A. Bischoff: The Life and Art of an American Master*	The Irvine Museum
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*Guy Rose: American Impressionist*	The Oakland Museum, The Irvine Museum
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*Impressions of California: Early Currents in Art 1850-1930*	The Irvine Museum
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*In Nature's Temple The Life and Art of William Wendt*	The Irvine Museum, Laguna Art Museum
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*John Frost: A Quiet Mastery*	The Irvine Museum

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*Joseph Kleitsch: A Kaleidoscope of Color*	The Irvine Museum
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*Masterworks of American Sculpture: Selections from Members of the National Sculpture*	Franchise Finance Corporation of America
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*Masterworks of California Impressionism*	The Irvine Museum
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*Palette of Light*	The Irvine Museum
Visual and Performing Arts	Suppl.	Art 1 (#VP724)	7-12	*Selections from The Irvine Museum*	The Irvine Museum

Field Trip Report

Board of Trustees June 13, 2024

1. Anaheim High School: NJROTC Sail Academy (2 students-1 male, 1 female)
   Adviser/Lead Chaperone: Freddy Medina Ocasio (male)
   Chaperone: Mary Sevilla (female)

   To: San Diego, CA
   Dates: June 20, 2024 to June 22, 2024
   Purpose: The Sail Academy experience will further cadets' training in areas of leadership and team work.
   Expenses: ASB/Club Fundraisers- registration
   Parent Student- transportation
   Outside Source- meals, accommodation

   Number of school days missed for this trip: 0
   Number of school days missed previously: 0
   Total number of days missed by this group: 0

2. Anaheim High School: NJROTC Sail Academy (2 students-1 male, 1 female)
   Adviser/Lead Chaperone: Freddy Medina Ocasio (male)
   Chaperone: Malia Mason Augustine (female)

   To: San Diego, CA
   Dates: June 24, 2024 to June 26, 2024
   Purpose: Leadership Academy mission is to prepare high performing cadets to take positions of leadership in their school's NJROTC unit.
   Expenses: ASB/Club Fundraisers- registration
   Parent Student- transportation
   Outside Source- meals, accommodation

   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. Kennedy High School: Song (5 female students)
   Adviser/Lead Chaperone: Madison Smith (female)
   Chaperone: Brittany Hull (female)

   To: Indian Wells, CA
   Dates: June 17, 2024 to June 20, 2024
   Purpose: Summer Camp
   Expenses: Booster Club- registration
   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

4. Kennedy High School: Varsity Cheer (16 female students)
   Adviser/Lead Chaperone: Madison Smith (female)
   Chaperone: Brittany Hull (female)

   To: Indian Wells, CA
   Dates: July 8, 2024 to July 11, 2024
   Purpose: Summer Camp
   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

5. Oxford Academy: Boys Basketball (16 male students)
   Adviser/Lead Chaperone: Paul Thavornvach (male)
   Chaperones: Keyon Pitchford (male) and Terance Reaves (male)

   To: Lahaina, HI
   Dates: November 22, 2024 to November 27, 2024
   Purpose: Compete and participate in basketball games in Maui, develop culture awareness and perform team work activities.
   Expenses: ASB/Club Fundraisers- registration, transportation, accommodations
   Parent/Student- meals, transportation, accommodations
   Site Funds- 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

6. Western High School: Wrestling (18 male students)
   Adviser/Lead Chaperone: Jaime Flores (male)
   Chaperones: Robert Elias (male) and Victor Calva (male)

   To: Las Vegas, NV
   Dates: December 19, 2024 to December 21, 2024
   Purpose: Competition in a dual tournament
   Expenses: Booster Club Fundraisers- registration, meals, transportation, accommodation
   Site Funds- Substitutes

   Number of school days missed for this trip: 2
   Number of school days missed previously: 0
   Total number of days missed by this group: 2

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is effective July 1, 2024 ("Effective Date"), between the ANAHEIM UNION HIGH SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists unless Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services necessary to represent Client for a specific matter.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date; (b) Client fails to comply with other terms and conditions of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests; (c) Client has failed to disclose material facts to Attorney; or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1, an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file documents maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from

Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain commercial liability and professional errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney or a retired judge, unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms and conditions of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its Professional Rate Schedule attached supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by the Parties.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms and conditions of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

17. EXECUTION IN COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts with signatures appearing on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or electronic image shall be deemed original signatures and binding on the Parties.

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement pursuant to the above terms and conditions as of the Effective Date.

CLIENT SIGNATURE	**ATTORNEY SIGNATURE**
Anaheim Union High School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* 
PRINTED NAME AND TITLE OF PERSON SIGNING Brad Jackson, Assistant Superintendent, HR	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 07/01/2024

LS Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR ANAHEIM UNION HIGH SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	$ 295 - $ 395 per hour
Associate	$ 250 - $ 295 per hour
Paralegal / Law Clerk	$ 185 - $ 225 per hour
Consultant	$ 350 - $ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $395 - $450 per hour. [1]

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	$ 0.25 per page
Facsimile	$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

---

[1] Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	$ 450 per hour
Associate	$ 375 per hour
Paralegal / Law Clerk	$ 225 per hour

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of June, 2024, between the Anaheim Union High School District ("District") and Monjaras & Wismeyer Group, Inc. ("Contractor") (each a party, collectively, "Parties").

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

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

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

WHEREAS, the Contractor agrees to perform the services described in this Agreement in accordance with the standards of its profession, to 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
   ____ Insurance Certificate(s) and Endorsements (Section 10)
   ____ Criminal Background Investigation Certification(s) (Section 16)
   ____ W-9 Form

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a maximum fee of ten thousand Dollars ($10,000) 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: Brad Jackson
Copy: Liliana Carrillo
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-1512
Email: carrillo_l@auhsd.us

Contractor
Monjaras & Wismeyer Group, Inc.
Attn: Steve Monjaras
2201 East Willow Street, Suite #D189
Signal Hill, CA 90755
Phone: (877) 984-7969
Email: julie@r2wp.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: Brad Jackson

Title: Assistant Superintendent, HR

Monjaras & Wismeyer Group, Inc.

Date: 5/29/2024

By: Steve Monjaras

Print Name: Steve Monjaras

Title: President

EXHIBIT

POWERED BY THE MONJARAS AND WISMEYER GROUP INC.

May 23, 2024

RETURN TO WORK PARTNERS
2201 E. Willow St., D#189 • Signal Hill, CA 90755
877.984.7969 F: 877.984.9901 www.r2wp.com

Anaheim Union High School District
501 Crescent Way – Post Office Box 3520
Anaheim, California 92803-3520
Attn: Brad Jackson / Assistant Superintendent - Human Resources

Dear Mr. Jackson:

Thank you for the opportunity to present this service quote of our services to the **Anaheim Union High School District** for hourly consulting services. The following are suggested pricing guidelines for a service agreement for the development and case management of Essential Functions Job Analyses, Facilitation of Accommodations Meetings and the Management of a Return To Work Program. Please note, this proposed service agreement is for the period of **July 1, 2024 to June 30, 2025.** At anytime during this contract period, either party may end this agreement with a 30-day written notice.

I. OBJECTIVE:

Description of Service Agreement: Return To Work Partners proposes an hourly rate for the development of an Essential Function Job Analysis, Accommodation Meeting Facilitation and Management of Return To Work Program. EFJA and Accommodation Meetings will be completed on an as needed basis on open claims and on non-industrial related requests.

II. PROFESSIONAL SERVICES AND FEES:

Essential Functions Job Analysis will be developed around our pre-formatted EFJA template. Each EFJA will have specific information based on information provided via existing job description, via interviews with incumbents and by observation. The EFJA will outline the following: Job Purpose; Work Schedule; Required Qualification; Identification of Essential & Non-Essential Job Functions; Supporting documentation how Essential & Non-Essential Functions were identified; Physical Demands and frequencies; Hand Activities and frequencies; Lifting and Carrying requirements; Equipment and Machinery Operated; Mental & Psychological Demands; Environmental Exposures; Communications and Sensory Demands. Upon request additional physical and psychological demands can be added. This will enable **Anaheim Union High School District** to create a job bank that will meet your current and future needs.

Service Fees:

Description of Service	*Professional Rate / Fees*
Essential Functions Job Analysis	*$135.00 per hour*
Professional Travel Time	*$135.00 per hour*
Mileage	*.67 per mile*

Accommodation Meeting / Interactive Process will be developed around our pre-formatted Interactive Accommodation Assessment Summary. Each Accommodation Meeting will be handled by an experienced consultant and will include the following services: Contacts with all pertaining parties; scheduling of meeting; review and development of all supporting documents e.g. notices, follow-up, attaining precise work restrictions/limitations; facilitation of the interactive process; complete documentation of meeting; development of return-to-work agreements and related supporting documents and obtaining signatures as needed.

Service Fees:

Description of Service	*Professional Rate / Fees*
Accommodation Meeting / Interactive Process	*$250.00 per hour*
Professional Travel Time	*$250.00 per hour*
Mileage	*.67 per mile*

All services will include the following complementary services:

- Complimentary Disability Compliance Assessments and the staffing and consultation of developing situations.
- Maintenance and cataloging of all Accommodation Meetings conducted by Return To Work Partners.

Ergonomic Evaluations will be billed at an hourly rate. Services will include an on-site evaluation, research/assessment of equipment needs and ergonomic equipment recommendation, which will be summarized in a formal Workstation Assessment Report with pictures of current situation. Each Workstation Assessment will be evaluated by various worksite components e.g. monitor, chair, input devices and overall office layout. Should the recommendations and equipment outlined in the submitted report be approved, a follow up visit by a consultant is recommended in order to ensure that all recommendations are appropriately applied. In addition, a follow up visit will help ensure the workstation encourages neutral work positions and ensures that the employee understands how to utilize any new equipment provided.

Service Fees:

Description of Service	*Professional Rate / Fees*
Ergonomic Consult / Evaluation / Installation	*$175.00 per hour*
Professional Travel Time	*$175.00 per hour*
Mileage	*.67 per mile*
Cost of Ergonomic Equipment	*Lowest Market Price **

We guarantee to match the lowest available market price on equipment

Development and Management of Return-To-Work / Stay-At-Work Program will include assistance in the development and/or upgrade of your current policies, to establish a user friendly RTW/SAW program. Based on your existing policies, State and Federal Laws, additional policy and procedures will be recommended. In addition, customized user-friendly forms and supporting documents will be developed and training will be provided. We will train supervisor and key personnel on how to identify triggers and the when's and how's to engage in the interactive process.

Service Fees:

Description of Service	*Professional Rate / Fees*
Development and Management of RTW/SAW	*$200.00 per hour*
Professional Travel Time	*$200.00 per hour*
Mileage	*.67 per mile*

III. TERMS:

All services will be invoiced upon completion of assignment or every 30 days, whichever comes first. Payments are due within 30 days from invoice date, or a 1.5% late fee will be assessed every 30 days thereafter:

Return To Work Partners
2201 East Willow Street, Suite D #189
Signal Hill, California 90755
TAX ID: 20-2210968

Return To Work Partners again thanks you for this opportunity to present you with this quote. Should you have any questions in regard to this matter - please feel free to call me toll free at 877.984.7969.

We look forward to working with you and your team at **Anaheim Union High School District.**

Sincerely:

Steve Monjaras, President
Disability Compliance Consultant
Return To Work Partners

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2024, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2024, through June 30, 2025. For the period July 1, 2024, through June 30, 2025, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	$380.00
Partners/Senior Counsel	$345.00
Senior Associates	$330.00
Associates	$315.00
Non-Legal Consultants	$245.00
Senior Paralegals/Law Clerks	$195.00
Paralegals/Legal Assistants	$190.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals $2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, law enforcement/use of force, criminal/white collar, Title IX, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the

investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings,

conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective July 1, 2024, through June 30, 2025, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

///

///

///

XII. EXECUTION DATE

This Agreement is entered into this 1st day of July, 2024.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ ___ By: _____
ANTHONY P. DE MARCO

"District"

ANAHEIM UNION HIGH SCHOOL DISTRICT

Dated: _____ By: _____

Human Resources Division, Certificated Personnel

1. Resignations/Retirements, effective as noted:

Apollo, Odette	Resignation	5/24/24
Cheng, Adelia	Retirement	5/24/24
Chorn, Alexis	Resignation	5/24/24
Christine, Demitra	Resignation	5/24/24
Gallegos, Jose	Retirement	5/24/24
Gonzalez, Paola	Resignation	5/24/24
Gray, Kevin	Resignation	5/24/24
Kim, Jessica	Resignation	5/24/24
Marinone Moschetto, Olivia	Retirement	6/28/24
Perez, Rosalva	Retirement	5/24/24
Rae, Derek	Resignation	5/24/24
Sesky, Jeanne	Resignation	5/24/24
Smith, Blair	Resignation	4/5/24
Soper, Gregory	Retirement	5/24/24
White Jr., Michael	Resignation	5/24/24

2. Employment:

A. Teacher(s)/Probationary:

		Column	Step
Alvarez, Linda	8/5/24	1	2
Berber, Laura	8/5/24	4	2
Cruz, Vanessa	8/5/24	4	2
Deluise, Nicole	8/5/24	3	4
Duerr, Ashlie	8/5/24	4	6
Fria, Omar	8/5/24	4	2
Peralta, Francine	8/5/24	3	4
Perez-Rodriguez, Jessica	8/5/24	3	5
Shah, Hetal	8/5/24	4	7
Taylor, Gregory	8/5/24	1	8

B. Teacher(s)/Temporary:

		Column	Step
Ayala, Nora	8/5/24	4	2
Dinnen, Shawna	8/5/24	3	4
Esquivel, Luz	8/5/24	3	1
Mousa, Lina	8/5/24	3	7

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Morshedifard, Ali	5/1/24
Soria, Jaime	4/22/24
Yoon, Lillian	5/8/24

D. Counselor(s)/Temporary:

		Column	Step
Cervantes-Manzanares, Jennifer	7/17/24	2	8
Field, Heather	7/17/24	3	3
Guzman, Cindy	7/17/24	2	1

Han, Rachel	7/17/24	3	3
Jonke, Alexis	7/17/24	3	4
Lu, Amanda	7/17/24	3	4
Medina, Angiela	7/17/24	2	8
Millan, Yesenia	7/17/24	2	4
Sandoval-Rodriguez, Kenia	7/17/24	2	8
Torres, Olga	7/17/24	2	1
Valencia, Maria	7/17/24	3	1
Yasin, Husein	7/17/24	3	4

E. Administrator Salary Placements, effective as noted:

		Range	Step
Chleboun, Jennifer Psychologist	6/20/24	31	3
Salazar, Nicole Psychologist	7/1/24	31	1
Kile, Ryan Assistant Principal, Senior High	7/1/24	22	3
Leiu, Daniel Assistant Principal, Senior High	7/1/24	22	1
Melendrez, Tess Assistant Principal, Senior High	7/1/24	22	3

F. Temporary Administrator Salary Placements, effective as noted:

		Range	Step
Abramovitz, Jonathan Social Worker	7/17/24	18	6
Couso, Delaney Social Worker	7/17/24	18	2
Gomez, Rebeca Social Worker	7/17/24	18	5
Kim, Crystal Social Worker	7/17/24	18	4
Lorigo, Daniel Social Worker	7/17/24	18	5
Marquez, Sandra Social Worker	7/17/24	18	5
Rios, Corina Social Worker	7/17/24	18	3

Santiago Berumen, Eloy Social Worker	7/17/24	18	2

G. Administrator Substitute, on an if and as needed basis, effective as noted:

Soria, Jaime 4/22/24

3. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2023-24, effective as noted: (General Funds)

Garcia-Binder, Crystal 8/9/23

B. Additional Work Days, for the 2024-25 school year, for the following certificated coordinator, with 25 additional days, effective July 1, 2024, at their per diem rate of pay. (TUPE Funds)

Azevedo, Vicky District TUPE Project Coordinator

C. Curriculum Specialist Additional Work Days, for the 2024-25 school year, for the following individuals, 15 additional days, effective July 1, 2024, at their per diem rate of pay. (EIA-LEP/Title II/LCFF/General Fund/Library Media Fund)

Childers, Kaitlin	Math Curriculum Specialist
Hatcher, Patricia	Health Curriculum Specialist/AIME
Olson, Tracy	Special Education Curriculum Specialist
Patino, Reuben	Education Technology Curriculum Specialist
Reall, Julieanne	Career Readiness, Work-Based Learning Curriculum Specialist
Rosenberg, Paola	Plurilingual Curriculum Specialist
Switzer, Mike	English Curriculum Specialist
Torres, Carolyn	Ethnic Studies Curriculum Specialist
Vera, Jecenia	District Librarian and Media Specialist
Vy, Hoang	Plurilingual Services Curriculum Specialist
Yett, Jessica	Science Curriculum Specialist

D. 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)

Jackson, Brad
Saldivar, Robert

E. Independent Learning Center (ILC) Summer Program, the ILC provides credit recovery for students and helps students transition into the regular school year through academic and social emotional activities during the summer of 2024. The program will be offered from May 31, 2024, through June 28, 2024.

Individuals will be paid at the miscellaneous hourly rate of pay listed in the ASTA bargaining agreement. (General Funds)

Arellano, Jaime	Anaheim High School
Casas, Joe	Anaheim High School
Cruchley, Lara	Western High School
Esperanza, Cori	Anaheim High School
Garcia, Juanis	Western High School
Grothe, Elizabeth	Western High School
Hughes, Scott	Western High School
Nguyen, Pete	Western High School
Prado, Vanessa	Anaheim High School
Ramirez, Oscar	Anaheim High School
Uribe, Liliana	Anaheim High School

F. Independent Learning Center (ILC) Stipend and Additional Work Days, for the 2024-25 school year, for the following ILC Leads, with a $3,370 stipend, plus 15 additional days, at their per diem rate of pay, effective July 1, 2024. (Independent Learning Center Funds)

Nguyen, Pete	Outreach Teacher/Specialist	Western High School
Ramirez, Oscar	Outreach Teacher/Specialist	Anaheim High School

G. Independent Learning Center (ILC) Additional Work Days, for the 2024-25 school year, for the following ILC Outreach Counselors, 15 additional days, at their per diem rate of pay, effective July 1, 2024. (Independent Learning Center Funds)

Casas, Joe	Outreach Counselor	Anaheim High School
Grothe, Elizabeth	Outreach Counselor	Western High School

H. Independent Learning Center ILC Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2024-25 school year, effective August 5, 2024. (General Funds)

Arellano, Jaime	Anaheim High School
Cruchley, Lara	Western High School
Esperanza, Cori	Anaheim High School
Garcia, Juanis	Western High School
Hughes, Scott	Western High School
Nguyen, Pete	Western High School
Ramirez, Oscar	Anaheim High School
Uribe, Liliana	Anaheim High School

4. 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
DeLuise, Nicole	3 3	4 3	8/5/24

5. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Albayati, Jeremy	4/30/24
Bardsley, Alan	5/7/24
Collins, Corey	5/10/24
Culpepper, Don	5/7/24
Elizarraraz, Patricia	5/9/24
Hall, Sean	5/15/24
Narciso, Ashley Briana	5/6/24
Navarro, Sara	4/30/24
Ruelas, Gilda	5/14/24
Sevilla, Marynoelleemerit	5/2/24
Shamian, Sina	5/3/24
Torres, Meri	8/10/23

6. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Brookhurst			
Aguilar, Alexis Volleyball	$3,089	1st Quarter	8/19/24
Cypress			
Sims Assoon, Jordan Dance	$800	Season	2/1/24
Dale			
Azevedo, Cody eSports	$1,974.50	1st Quarter	8/19/24
Azevedo, Cody Volleyball	$3,089	1st Quarter	8/19/24
Azevedo, Cody Yearbook	$1,383	1st Semester	8/7/24
Corona, Jonathan Flag Football	$3,089	1st Quarter	8/19/24
Griffin, Sean Flag Football	$3,089	1st Quarter	8/19/24
Hormuth, Lisa Pep Club	$691.50	1st Semester	8/7/24

Hormuth, Lisa Tennis	$1,544.50	1st Quarter	8/19/24
Miranda, Sussanne Pep Club	$691.50	1st Semester	8/7/24
Miranda, Sussanne Tennis	$1,544.50	1st Quarter	8/19/24
Urquidez, Jodi Band	$1,974.50	1st Semester	8/7/24
Urquidez, Jodi Band, Jazz	$953	1st Semester	8/7/24
<u>Katella</u> Armbruster, William Basketball, Asst./Lower Level	$4,162	Season	11/1/24
Arroyo, Ricky Football	$3,983	Season	8/7/24
Brown, Dandre Basketball, Asst./Lower Level	$1,991.50	Season	11/1/24
Deason, Geoconda Volleyball, Asst./Lower Level	$3,595	Season	8/7/24
Donnelly, Samuel Water Polo, Asst./Lower Level	$3,595	Season	8/7/24
Garcia, Diego Football	$3,983	Season	8/7/24
Mack, Jenna Basketball, Asst./Lower Level	$1,991.50	Season	11/1/24
Marroquin, Angel Football, Assistant	$4,426	Season	8/7/24
McReynolds, Jason Football, Assistant F/S	$3,595	Season	8/7/24
Mikesell, David Water Polo	$4,418	Season	8/7/24
Morrill, Katherine Dance	$2,308	1st Semester	8/5/24
Nieto Jr., Richard Football, Assistant	$4,426	Season	8/7/24

Pisani, Andrew Football, Assistant	$4,426	Season	8/7/24
Pizano, Jeffrey Tennis	$4,418	Season	8/7/24
Pliego, Jose Filiberto Soccer	$5,745	Season	11/1/24
Pliego, Jose Filiberto Tennis, Asst./Lower Level	$3,595	Season	8/7/24
Sellers Jr., Robert Basketball, Asst./Lower Level	$4,162	Season	11/1/24
Tillman, Jason Basketball, Asst./Lower Level	$1,991.50	Season	11/1/24
Trinidad, Joeallen Basketball, Asst./Lower Level	$1,991.50	Season	11/1/24
Tsarnas, Athenna Volleyball, Asst./Lower Level	$3,595	Season	8/7/24
<u>Loara</u> Buelna, Megan Song	$1,619.50	1st Semester	8/5/24
<u>Magnolia</u> Matthews, Joseph Baseball, Asst./Lower Level	$3,983	Season	2/1/24
<u>Savanna</u> Avila, Elizabeth Cross Country	$5,215	Season	8/7/24
Castaneda Morales, Gilberto Cross Country	$4,162	Season	8/7/24
Emmerson, Edward Football, Assistant	$4,438	Season	8/7/24
Emmerson, Fred Football	$6,763	Season	8/7/24
Gonzalez Jr., Jose Football, Assistant	$4,162	Season	8/7/24
Michail, Ramez Flag Football	$4,162	Season	8/7/24

Human Resources Division, Classified Personnel

1. **Retirements/Resignations/Terminations, effective as noted:**

	Location:	**Effective**
Balogh, Patricia Licensed Vocational Nurse	Sycamore Jr. High School	05/31/2024
Barbero, Alma Instructional Assistant – Behavioral Support	Hope School	05/23/2024
Blake, Allison Instructional Assistant – Specialized Academic Instruction	Dale Jr. High School	05/23/2024
Flores, Daniela Campus Safety Aide	Sycamore Jr. High School	08/05/2024
Gonzalez, Daniel Jr. Instructional Assistant – Specialized Academic Instruction	Katella High School	05/03/2024
Gutierrez, Henry Food Services Assistant I	Katella High School	05/21/2024
Guzman, Josefina Instructional Assistant – Adult Transition	Savanna High School	05/23/2024
Loth, Sandra Office Assistant	Walker Junior High School	05/31/2024
McKeague, Morgan Instructional Assistant - Bilingual	Savanna High School	05/23/2024
Nequette, Anthony Director of Maintenance & Operations	Maintenance & Operations Department	05/17/2024
Velasquez, Dora Health Services Technician	Magnolia High School	08/02/2024

2. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
Alonso, Paulina Instructional Assistant – Specialized Academic Instruction	43/01	05/20/2024
Anaya, Angelia Payroll Technician	57/08	05/14/2024

Barona, Rochely Instructional Assistant – Bilingual (Spanish)	47/01	05/09/2024
Chavarria, Jimena Instructional Assistant – Specialized Academic Instruction	43/03	05/20/2024
Escalante, Lizzet Food Services Assistant I	41/04	04/24/2024
Ferraro, Shawna Food Services Assistant I	41/04	04/29/2024
Henry, Sara Food Services Assistant I	41/04	05/13/2024
Herbst, Kaitlyn Food Services Assistant I	41/04	05/13/2024
Lomeli, Jessica Food Services Assistant I	41/04	05/06/2024
Mabry, Kevin Instructional Assistant – Behavioral Support	51/05	04/29/2024
Martinez, Denise Human Resources Technician	57/05	06/04/2024
Martinez, Joselyne Instructional Assistant – Bilingual (Spanish)	47/01	05/06/2024
Valinches, Alyssa Instructional Assistant – Behavioral Support	51/01	04/29/2024

Promotions:

Riles, Quinton Director of Maintenance and Operations	38/01	05/20/2024

Substitute Employees:

Alfaro, Daniel Arts Professional Expert I	$25/Hr.	05/06/2024
Alfonso, Nathan Substitute Bus Driver	55/03	05/16/2024
Bowen, Robert Jr. Arts Professional Expert II	$40/Hr.	05/02/2024
Duran, Zolim Substitute Bus Driver	55/03	05/02/2024

Estrada-Romero, Joshua Arts Professional Expert II	$40/Hr.	04/24/2024
Garcia, Gabriela Arts Professional Expert II	$40/Hr.	04/29/2024
Gonzalez, Oscar Arts Professional Expert II	$40/Hr.	04/29/2024
Gordon, Amy Arts Professional Expert II	$40/Hr.	05/02/2024
Helligar, Jewel Arts Professional Expert II	$40/Hr.	05/17/2024
Ibarra, Nathaniel Substitute Auditorium Operations Technician	53/01	05/01/2024
Kaiban, Reuben Substitute Auditorium Operations Technician	53/01	05/17/2024
Ledesma, Dorothy Substitute Auditorium Operations Technician	53/01	05/17/2024
Mann, Maralynne Arts Professional Expert II	$40/Hr.	04/29/2024
Navarro, Daniel Substitute Campus Safety Aide	43/03	04/29/2024
O'Campo, Jaylin Substitute Instructional Assistant – Adult Transition	51/01	05/13/2024
O'Campo, Jaylin Substitute Instructional Assistant – Behavioral Support	51/01	05/13/2024
O'Campo, Jaylin Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	05/13/2024
O'Campo, Jaylin Substitute Instructional Assistant – Specialized Academic Instruction	43/01	05/13/2024
Pun, Jeanette Arts Professional Expert I	$25/Hr.	05/17/2024
Sohng, Eunyoung Arts Professional Expert II	$40/Hr.	05/02/2024

Soperanez Martinez, Juan Substitute Campus Safety Aide	43/03	04/29/2024
Sun, Jesse Arts Professional Expert II	$40/Hr.	05/02/2024
Ward, Meagan Arts Professional Expert II	$40/Hr.	05/17/2024

3. **Food Service Student Workers**

	Effective
Dacayanan, Kalei	04/23/2024
Nguyen, Lauren	04/23/2024

4. **Workability, current minimum wage or stipend of $256 effective as noted:**
(Workability Grant Funds)

	Effective
Bahl, Shaunak	05/26/2024
Barrera, Bradley	05/26/2024
Bolanos Martinez, Emely	05/26/2024
Carlson, Gary	05/26/2024
Castrejon, Yohan	05/26/2024
Cruz Lopez, Jocelyn	05/28/2024
Cuevas, Ashley	05/28/2024
Dunham Tran, Rielyn	05/28/2024
Duran, Marcus	05/28/2024
Gallardo, Michael	05/26/2024
Garcia Gutierrez, Madeline	05/26/2024
Husges, Nicholas	05/26/2024
Johnson, Katheryn	05/26/2024
Lau, Leanna	05/26/2024
Mejia Martinez Ashley	05/26/2024
Miranda, Kevin	05/28/2024
Perez, Guillermo	05/28/2024
Persinger, Katelyn	05/26/2024
Rosal, Angelo	05/26/2024
Salazar, Brayan	05/28/2024
Salazar, Edgar	05/28/2024
Santana Lizalde, Perla	05/26/2024
Santos, Leslie	05/28/2024
Singh, Jayden	05/26/2024
Stevens, Jasmine	05/26/2024
Valenzuela, David	05/26/2024

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on June 13, 2024, by and between the Anaheim Union High School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2024, through and including June 30, 2026, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of governing board action approving this Agreement are hereby ratified by said governing board approval.

Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice. Nothing in this Agreement and nothing in Attorney's statements to District should be construed as a promise or guarantee about the outcome of any matter.

DISTRICT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney at the following hourly rates: three hundred ninety-five dollars ($395) to four hundred seventy-five dollars ($475) for Shareholder Emeritus; two hundred sixty-five dollars ($265) to three hundred ninety-five dollars ($395) for Shareholders and Of Counsel; two hundred forty-five dollars ($245) to three hundred fifteen dollars ($315) for Special Counsel; one hundred ninety-five dollars ($195) to two hundred seventy-five dollars ($275) for Associates; one hundred thirty dollars ($130) to one hundred ninety-five dollars ($195) for Law Clerks; and one hundred thirty dollars ($130) to two hundred ten dollars ($210) per hour for Paralegals. Rates for individual attorneys and paralegals may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services to be provided with the exception of Greg Dannis whose hourly rate shall be $485.

Agreements for fees for legal services at other than the hourly rates set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to District and shall apply to all services rendered after such notice is given.

Time is billed in minimum increments of one-tenth (.1) of an hour, except the first communication (e.g., by telephone, voice-mail, e-mail, text) of any day containing substantive advice which is charged a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for a District matter, or while attending meetings with or for District, it may be necessary for Attorney to concurrently work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at $0.10 per page), postage (only charged if in excess of $1.00), and computerized legal research and electronic record review platforms (i.e.,

Westlaw, e-discovery). District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified. Any discount received on such services is passed along to District by Attorney.

District further agrees to pay third parties, indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. District will reimburse Attorney for such costs or may, upon agreement of District and Attorney, advance payment to Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

ARBITRATION OF FEE DISPUTE. In order to avoid litigation in the event of any dispute concerning billings, it is agreed that any such dispute shall be submitted exclusively to binding arbitration before the American Arbitration Association. The arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of California. You acknowledge that by agreeing to arbitration, you are giving up the right to a jury trial. Judgement on any arbitration award may be entered by any court of competent jurisdiction.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will comply with any applicable fingerprinting, background check, vaccine, or testing requirements.

CONSENT TO USE OF ELECTRONIC COMMUNICATION AND CLOUD SERVICES. To provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using electronic communication services. Because electronic communication continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such use of electronic communication services with District and District's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services.

FILE RETENTION. Attorney will retain files related to representation of District for a minimum period of seven (7) years after the conclusion of the Attorney's services for District. During this period, Attorney may retain such files exclusively in digital format and may destroy original paper documents provided by the District after they are digitized unless requested by the District to return the originals. At the expiration of the seven (7)-

year period, Attorney may destroy such files, including paper or digital copies, unless District notifies Attorney in writing that District wishes to take possession of them. Attorney agrees to provide a digital copy of all files related to representation of District upon District's request, excluding Attorney's internal files (e.g., administrative records and attorney work product, including drafts, notes, internal memoranda, and research prepared for Attorney's internal use) which are the Attorney's property.

PRIVACY NOTICE OF COLLECTION OF PERSONAL INFORMATION. Attorney respects the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes the District's rights as a consumer under applicable law, is accessible on Attorney's website at https://www.dwkesq.com/ccpa/. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the agreement below confirms that District has read or will read Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District should email Attorney at DataSecurity@dwkesq.com.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

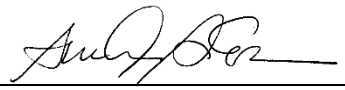
ANAHEIM UNION HIGH SCHOOL DISTRICT

_____ _____

Michael B. Matsuda
Superintendent

Date

DANNIS WOLIVER KELLEY



_____ 4/24/2024

Sue Ann Salmon Evans
Attorney at Law

Date

At its public meeting of June 13, 2024, the District's governing board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, April 18, 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; Jessica Guerrero, assistant clerk; Katherine H. Smith, and Brian O'Neal, 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: Anna L. Piercy, clerk

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Replace page 2 of the agenda to correct wording of item 6.1
- Exhibit G, replace page 5 to make corrections
- Exhibit Q, replace page 41 to make corrections
- Exhibit RR, replace page 11 to make corrections

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:33 p.m.

Trustee Piercy entered closed session at 3:34 p.m.

Trustee Piercy exited closed session at 5:10 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 6:04 p.m.

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

Student Representative to the Board of Trustees Daniella Ruiz led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 ***Closed Session Report***

Assistant Board Clerk Guerrero 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. 2024010010, resolving all issues in dispute by providing assessment, services, and other reimbursements.

5.3.3 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2024020476, resolving all issues in dispute by providing compensatory services and other reimbursements.

5.3.4 No reportable action regarding existing litigation.

5.3.5 No reportable action taken regarding negotiations.

5.3.6 No reportable action taken regarding personnel.

5.3.7 The Board of Trustees took formal action, by a vote of 5-0, to approve the expulsion of students 23-12; 23-18; 23-20; and 23-22, as amended during the meeting.

6. RECOGNITIONS

6.1 ***Simon Scholars***

The Board of Trustees recognized the students below, who have been chosen as Simon Scholars. This scholarship is a unique program that begins at the end of a student's sophomore year in high school and continues through the completion of college. It is designed to help underserved students to excel academically and socially, so they can successfully complete a four-year college degree and pursue a meaningful career. Each Simon Scholar receives programs, services, and support beginning their junior year. Over the course of 4 years of college, the students who have met all the program requirements receive $16,000 in college scholarships. In return for this support, Simon Scholars are expected to exhibit solid academic performance, high moral standards, and meaningful community service, while serving as role models for other youth.

Savanna High School	Anaheim High School
Samantha Aguilar	Andrew Campuzano
Ava Heredia	Marisa Hernandez

Fiorella Hernandez-Calderon
Ngan Le
Ruth Nguyen
Daniella Ruiz
Arfan Tarik
Juan Luvian
Steven Nava
Emma Ortiz
Alexa Reyes Cedillo
Rafael Salgado
Amy Valadez

Magnolia High School
Leslie Catarino
Alexander Flores
Citlali Gutierrez
Eduardo Hernandez
Quang Ho
Gianna Jaime
Laura Moran Diofron
Alexandra Perez
Kaden Phabmixay
Daniel Santana
Janesse Vu

Western High School
Rufino Brito
Natalia Carbajal
Elaine Gabriel
Jenisa Medina
Bryan Mendez
Emily Munoz
Ryan Rodriguez
David Torres
Valerie Torres
Alexis Vazquez
Ariana Verastegui

6.2 ***Anaheim Union High School District Teachers of the Year***

The Board of Trustees recognized teachers of the year, Elizabeth Hind, Ph.D., Joseph King, and Timothy Reed, who were among the 21 teachers identified as the Anaheim Union High School District's Teachers of the Year for the 2023-24 year. They were selected to represent the District in the Orange County Teachers of the Year Program.

6.3 ***Anaheim Union High School District Counselors of the Year***

The Board of Trustees recognized counselors of the year, Mary Binford, Natalie Saldivar, and Kenia Sandoval-Rodriguez, as the Anaheim Union High School District's Counselors of the Year for the 2023-24 year.

6.4 ***Kindness Matters Awards***

Celebrating kindness is a valued quality and a priority of the Board of Trustees. It is acknowledged that even the smallest acts of kindness by a single person have the power to change the lives of our students and community. With this in mind, the Board of Trustees began this recognition in 2011 honoring students, parents, District employees, and community members for their acts of kindness. All individuals recognized were nominated by a student, staff member, or community member and selected by the Kindness Matters Committee.

The Board of Trustees honored the following individuals:

Lizette Barrios-Gracian	Teacher	Gilbert High School
Gary Brown	Principal	Loara High School
Wendy Dotan	Teacher	Loara High School
Crystal Edds	Secretary, Records	Western High School
Dave Monderine	Community Member	Get Safe USA
Aracely Portillo	Teacher	Savanna High School
Roy Sedeno	Student	Gilbert High School

7. **REPORTS**

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

Student Representative to the Board Daniella Ruiz recognized Angel Ruiz Nuñez, Anaheim High School student, for getting accepted to Harvard University. She also highlighted Loara High School's International Night, Katella High School's Media Day, Kennedy High School's participation in the St. Patrick's Day parade in Dublin, as well as Savanna High School's Community School Rebel Exchange.

7.2 ***Student Speakers***

7.2.1 Elliana Sotelo, future District student, requested small class sizes and access to proficient teachers.

7.2.2 Hailey Sotelo, Brookhurst Junior High School student, spoke against large class sizes and teacher layoffs.

7.2.3 Yadira Esparza, Western High School student, requested an alternate solution to teacher layoffs and spoke of the effects of increased class sizes.

7.2.4 Pearl Ta, Loara High School student, was pleased with the reduced quantities of teacher layoffs, videos sent out by Superintendent Matsuda, and alternate funding sources.

7.2.5 Andrew Campuzano, Anaheim High School student, thanked the Board for recognizing the Simon Scholars. He expressed his thoughts regarding class sizes, eKadence, Google Classroom, and community morale. In addition, he presented a letter from Anaheim City Council Member Natalie Ruvalcaba.

7.2.6 Jianna Igama, Kennedy High School student, spoke of the support she has received from teachers.

7.2.7 Sarah Alakkoud, Cypress High School student, communicated her support for teachers and commented how the District can show support as well.

7.2.8 Gabriela Cerda, along with other Anaheim High School student representatives, vocalized their united support of graduation sashes.

7.2.9 Frida Sanchez, Anaheim High School student, encouraged the Board to reconsider teacher layoffs and graduation pins in lieu of sashes.

7.3 ***Reports of Associations***

Geoff Morganstern, ASTA president, reflected on the Second Interim Budget Report presentation at the March 7 Board meeting, particularly teacher layoffs. He emphasized that the reasoning behind these layoffs seemed inconsistent with the treatment of other employee groups. He called for a reversal of layoffs, citing the significant impact on both teachers and students, as well as advocated for open dialogue and collaborative planning to address funding challenges without negatively affecting education quality.

Jennifer Sasai, ALTA president, thanked all staff and invited the Board and the public to Steam-a-Palooza taking place Saturday, April 20, 2024. She also commended the diligent

efforts of school sites in organizing end-of-year activities and Capstone Showcases, as well as the success of the District's Mindfulness Summit. She thanked all personnel for their dedication and meticulous planning, and invited community members to participate in future events. In addition, she celebrated student achievements in show choir competitions, emphasizing the District's pride in its programs. Lastly, she shared appreciation for the collaborative efforts and proactive approach in addressing challenges.

Heather Huttner, CSEA president, focused on the positive events of the past month such as Capstone Showcases, and recommended YouTube video titled "Katella Talk 2024 NoVa." She also recognized the District's Plurilingual Services Department for testing double the number of students with the same quantity of staff, as well as the significant workload of District Office personnel in organizing community engagement activities. Despite the challenges faced, she expressed confidence in collective resilience and hoped for an even smoother year ahead.

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

There was no report.

8. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

8.1 Julia Lindelin, District substitute teacher, requested reclassification of employment status of substitute teachers, as well as shared concerns regarding the lack of communication of increased sick days for substitute teachers.

8.2 Kimberly Rangel, representative, office of State Senator Josh Newman, shared a request from the Senator for retaining as many teachers as possible to keep class sizes down.

8.3 Dina Wilson, District parent and community member, requested an increase in the Board's visits to the school sites outside of special events, as well as asked Cabinet if additional special funding could be used to lower class sizes.

8.4 Lori Hernandez, District parent, spoke on item 9.14 and urged the Board to consider that another high school absorb Cambridge Virtual Academy and save money, which could fund multiple teacher jobs.

8.5 Caroline Romero, District alumna, expressed her support for teachers and requested smaller class sizes.

8.6 Lizette Barrios Gracian, District teacher, encouraged the Board to question the skipping process, as it affects teachers with more seniority.

8.7 Arielle Aguirre, District teacher, was saddened by the morale she sees at her school site due to the skipping process, which results in division among teachers.

8.8 Asael Rodriguez, District alumnus, made a case for one of his former teachers and encouraged the Board to rescind her layoff notice.

8.9 Kourosh Karimi, District resident and organizer of the Party for Socialism and Liberation (PSL), spoke in support of teachers and requested that the Board cancel the layoffs.

8.10 Monique Rangell-Onwuegbazia, organizer of PSL, communicated her disagreement with the teacher layoffs and requested the Board to reconsider the large class sizes.

8.11 Jennifer Martinez, District alumna and organizer of PSL, conveyed her support of teachers and highlighted the impact teachers make.

8.12 Thadeo Gonzalez, community member and organizer of PSL, shared his disappointment for teacher layoffs.

8.13 James Goran, District teacher and ASTA vice president, voiced his concern regarding the budget presentation, as well as pointed out ASTA's proposal for previous years of service to be counted towards anniversary steps on the salary schedule.

8.14 Germaine Neumann, District parent, spoke of the issues she sees with eKadence expenditures. She called for transparency regarding the utilization of funds and expressed concerns about potential conflicts of interest.

8.15 Matt Rippon, District teacher, strongly suggested a better software adoption process.

8.16 Efren Joelson, Israel Action Committee of Orange County, brought attention to antisemitism rising in school campuses throughout the county, as well as asked for collaboration and education on the topic.

8.17 Erin Bogoanski, Epoch News, introduced Uzall Edwards and expressed the importance of quality news and civic pride for young students to have a voice.

8.18 Gail Gaffon, community member, shared her concerns regarding the rising tide of antisemitism and hate in California. Additionally, she shared a state plan to counter antisemitism to have Jewish students feel safe.

8.19 Kat Clark, District parent, expressed her support for teachers and the impact teachers had on her daughter.

8.20 Maritza Bermudez, District parent and community organizer with the Orange County Congregation Community Organization (OCCCO), urged the District to embrace the Community Schools model, allowing for meaningful contributions.

9. ITEMS OF BUSINESS

EDUCATIONAL SERVICES

9.1 ***School-Sponsored Student Organization***

Background Information:
The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organization 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 school has submitted a school-sponsored student organization application:

Transportation Technology Club, Savanna 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, following discussion, the Board of Trustees approved the school-sponsored organization application.

RESOLUTIONS

9.2 ***Resolution No. 2023/24-B-15, Temporary Interfund Transfer***

Background Information:
The Board of Trustees was requested to adopt Resolution No. 2023/24-B-15, Temporary Interfund Transfer. In the past as part of the State's solution to its own cash flow or budgetary problems, the State deferred the payment of principal apportionment to school districts from the year in which it is normally received, to the following year. While cash flow needs are not anticipated for the 2024-25 year, cash low points can occur during the year, which may need to be covered temporarily.

Current Consideration:
This resolution will provide as much flexibility as possible for the 2024-25 year within the District's cash resources. It will allow for temporary interfund cash transfers from any fund to the General Fund.

Budget Implication:
There is no implication to the budget.

Action:
On the motion of Trustee Guerrero and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-B-15. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

9.3 ***Resolution No. 2023/24-B-16, School Lunch Hero Day***

Background Information:
School Lunch Hero Day is a national celebration in honor of the hard-working individuals who prepare healthy meals for our students each school day. Between preparing healthy meals for Anaheim Union High School District and Anaheim Elementary School District students, adhering to strict nutrition standards, navigating student food allergies, as well as offering service with a smile and pride, school nutrition professionals are true heroes.

Current Consideration:
Resolution No. 2023/24-B-16 declares May 3, 2024, School Lunch Hero Day. The Board will recognize the contributions that food service workers make every day to improve the health and contribute to the success of the District's students.

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. 2023/24-B-16. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

9.4 ***Resolution No. 2023/24-HR-05, Day of the Teacher***

Background Information:
California's Day of the Teacher was established in 1982 to recognize teachers for their hard work in preparing students for success in the future. California's future success depends on these students. Teachers in the Anaheim Union High School District dedicate themselves to public education, striving to build a better California.

Current Consideration:
Resolution No. 2023/24-HR-05 declares May 7, 2024, Day of the Teacher. Teachers will be recognized for their dedication and hard work in preparing our students for success in the future.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2023/24-HR-05. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

9.5 ***Resolution No. 2023/24-HR-06, National School Nurse Day***

Background Information:
National School Nurse Day was established to foster a better understanding of the role of school nurses in the educational setting. The District recognizes the critical services provided by school nurses to students and staff. National School Nurse Day accentuates the vital role of school nurses in promoting wellness now to ensure healthy futures.

Current Consideration:
Resolution No. 2023/24-HR-06 declares May 8, 2024, National School Nurse Day. The Board will recognize the contributions that school nurses make every day to improve the health and success of our Nation's children.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2023/24-HR-06. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

9.6 ***Resolution No. 2023/24-HR-07, Certificated Reduction in Force First Amendment***

Background Information:
On March 7, 2024, the Board of Trustees adopted Resolution No. 2023/24-HR-03, which authorized the District to begin reducing expenditures with the 2023-24 projected adopted budget. These needed reductions contemplate a reduction or elimination of certain particular kinds of services and necessitate a corresponding reduction in force among personnel in certificated positions (Education Code Sections 44949 and 44955).

The District's legal and fiduciary obligation to remain financially solvent requires that the District implement a reduction in force through the layoff of certificated personnel. The reductions or discontinuance in services is required, due to the current financial and operational challenges.

Current Consideration:
This amended resolution amended the total number of certificated positions being reduced or eliminated as a result of the reduction in force, due to the reduction or elimination of certain particular kinds of services performed by certificated employees, pursuant to Education Code Sections 44949 and 44955.

Budget Implication:
The reduction in force will reduce costs by approximately $18.4 million.

Action:
On the motion of Trustee O'Neal and duly seconded, following a lengthy discussion, the Board of Trustees adopted Resolution No. 2023/24-HR-07, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

9.7 ***Resolution No. 2023/24-BOT-05, Compensation for Board Meeting***

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

Current Consideration:
Trustee Piercy was not present at the April 18, 2024, Board of Trustees' meeting due to illness.

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. 2023/24-BOT-05. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

BUSINESS SERVICES

9.8 ***Selection of Lease-Leaseback Contractor for Cook Auditorium Theatrical Rigging Upgrade, RFP #2024-14***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Cook Auditorium Theatrical Rigging Upgrade (Project), as previously approved by the Board of Trustees. Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to school districts for the purpose of constructing buildings and improvements thereon, for District use during the term of the lease, as well as requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:
The District issued RFP #2024-14 inviting contractors to submit qualifications and proposals to perform the work associated with the subject Project, as well as for preconstruction services. Staff received proposals from prequalified contractors. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommends to the Board of Trustees the selection of Neff Construction, Inc. as the LLB contractor for the Project, based on the fact it achieved the highest best value score pursuant to the criteria outlined in the RFP. Next, staff will commence negotiations with the selected contractor for preconstruction services, and for the final LLB agreement, which will include the guaranteed maximum price (GMP), and other related costs.

Budget Implication:
There is no budget impact for the selection of the LLB contractor. The final LLB agreement, which includes the GMP, and the preconstruction services agreement, will be presented to the Board of Trustees for ratification at an upcoming Board meeting.

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees approved the selection of Neff Construction, Inc. as the LLB contractor pursuant to RFP #2024-14, for the Cook Auditorium Theatrical Rigging Upgrade, and delegate authority to the assistant superintendent, Business to (1) negotiate and enter into the LLB agreement pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board, subject to minor revisions approved by staff and legal counsel; (2) negotiate and enter into a preconstruction services agreement, subject to approval by staff and legal counsel; and (3) take all steps and perform all actions necessary to execute and implement the LLB agreement and the preconstruction services agreement, as well as to take any actions deemed necessary to best protect the interest of the District, all subject to ratification by the Board of Trustees.

9.9 ***Agreement, Transportation, Ivycrest Montessori School***

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:
Ivycrest Montessori School, a private school, requested the District to transport students for field trip needs. The agreement will be in effect July 1, 2024, through June 30, 2025.

Budget Implication:
The transportation agreement provides net income to the District, which assists in offsetting the transportation contribution from the General Fund.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

9.10 ***Piggyback Bid, Purchase through Public Corporation or Agency, Flooring Services***

Background Information:
To better upkeep the District facilities, the Maintenance and Operations Department has created five and ten year maintenance plans, which include installing new carpet, resilient or epoxy flooring, and polished concrete in several classrooms throughout the year. Classrooms and other spaces are selected for this upgrade based on prioritizing their current flooring conditions.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Mike's Custom Flooring, Inc., that will allow other agencies, including local districts, to purchase flooring material, removal, and installation services. The material and services will be purchased utilizing DGS CMAS contracts 4-23-03-1040, 4-23-03-1070, and 4-23-03-1071. The District will utilize the contracts pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100. Utilizing the CMAS contracts is in the best interest of the District.

Budget Implication:
The annual combined not to exceed cost for the CMAS contracts is $600,000, April 19, 2024, through October 11, 2024, including any extensions. (Deferred Maintenance and Facilities Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved utilizing DGS's CMAS contracts 4-23-03-1040, 4-23-03-1070, and 4-23-03-1071 with Mike's Custom Flooring, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

9.11 ***Piggyback Bid, Purchase through Public Corporation or Agency, Video Surveillance Camera Maintenance***

Background Information:
The District has approximately 1,600 Hanwha video surveillance cameras in use that were provided and installed by HCI Systems, Inc (HCI). The cameras require maintenance and cleaning to continue to operate as intended. HCI can provide quarterly Districtwide preventative maintenance on the cameras that will include the inspection and cleaning of camera lenses, replacing damaged lenses, adjusting and focusing of the cameras, as well as reviewing event logs to correct any equipment errors.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract available to state and local agencies through the California Multiple Awards Schedule (CMAS) with HCI. This service will be purchased utilizing DGS CMAS contract 3-24-02-1033.

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

Budget Implication:
The annual cost for the CMAS contract is $75,500, for a total not to exceed cost of $226,500, for services April 19, 2024, through April 18, 2027, including any extensions of the CMAS. (Maintenance Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the purchase of services for camera maintenance utilizing DGS's CMAS contract 3-24-02-1033 with HCI Systems, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

9.12 ***Amendment, Agreement, Pharmacy Benefit Management Services, Anthem/ Carelon Rx***

Background Information:
The District uses a third-party administrator as the pharmacy benefit manager of its self-funded Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) medical plans. Based upon the requirement to market the services every three years, Anthem/Carelon Rx presented the most cost-effective benefit pharmacy management program to the District's Insurance Committee.

Current Consideration:
The Pharmacy Benefit Management Services agreement allows Anthem/Carelon Rx to provide prescription dispensing and claims processing for the PPO and EPO medical plans. The agreement for pharmacy services became effective January 1, 2024, through December 31, 2026.

Budget Implication:
The total cost is anticipated to be $47,700,000, for the full term of the agreement, but actual costs may be more or less based on usage. (Health and Welfare Funds)

Action:
On the motion of Trustee Guerrero and duly seconded, following discussion, the Board of Trustees ratified the agreement with Anthem/Carelon Rx, with the following roll call vote.

Ayes: Trustees Guerrero, O'Neal, and Randle-Trejo
Abstain: Trustee Smith
Absent: Trustee Piercy

9.13 ***Award of Bid, Renewable Natural Gas (RNG) and Low Carbon Fuel Standard/ Renewable Identification Number Credit Program***

Background Information:
In 2009, the California Air Resources Board (CARB) approved the Low Carbon Fuel Standard (LFCS), one of nine early action measures to reduce the State's greenhouse gas (GHG) emissions that cause climate change. The LCFS is a key part of a comprehensive set of programs to cut GHG emissions and other smog-forming, as well as toxic air pollutants by improving vehicle technology, reducing fuel consumption, and increasing transportation mobility options.

The Renewable Fuel Standard (RFS) program was created under the Energy Policy Act of 2005, a national policy that requires a certain volume of renewable fuel to replace or reduce the quantity of petroleum-based transportation fuel, heating oil, or jet fuel. There are four renewable fuel categories under the RFS: biomass-based diesel, cellulosic biofuel, advanced biofuel, and total renewable fuel. Renewable Identification Numbers (RINs) are credits used for compliance, as well as the "currency" of the RFS program, which can be traded to purchase renewable fuel and additional RINs or the purchase of RINs.

Current Consideration:
The District's goal is to reduce its energy costs and greenhouse gas emissions while maintaining the highest possible degree of reliability and quality in its natural gas supply.

The District operates 15 Compressed Natural Gas (CNG) school buses. In addition, the District owns and operates one CNG fueling station obtained through a grant from South Coast Air Quality Management District (SCAQMD). Delivery of uncompressed natural gas is currently being provided on-demand through Southern California Gas Company's (SoCalGas) service lines to the District's CNG station. A Request for Proposals (RFP) was received from three proposers to provide revenue shares of RNG production.

The Board of Trustees was requested to award the following bid from the most responsible and responsive bidder:

Bid#	Service	Award	Amount
RNG RFP	Monetization of LCF/RIN Credit	Maas Energy Works	Revenue Generating

Budget Implication:
There is no impact to the budget, as this is a revenue-generating agreement.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the award with Maas Energy Works to monetize LCFS/RIN credits generated.

EDUCATIONAL SERVICES

9.14 ***Agreement, Niche.com***

Background Information:
Niche.com is the nation's leading school search website with over 29 million families using their site to research schools in 2023. The Los Angeles Area in particular had over 3.3 million views from families looking for a new K-12 school last year. Their audience and therefore, the people we will be advertised to, consists of individuals researching schools

within the Los Angeles area (including online schools), those moving into the area, and even those researching our competitor schools directly. They work with over 100 other online public high schools currently and are driving significant results for schools that are similar to Cambridge Virtual Academy (CVA).

Current Consideration:
CVA would like to start a partnership with Niche.com with the intent to increase awareness and student enrollment by utilizing Niche's digital marketing services. Niche knows who is looking for a new school, when they are looking, and what they are looking for; therefore, with comprehensive resources and an experienced marketing team, they can market CVA and AUHSD directly to the families, who are relevant to us throughout the year. Their platform will allow us to expand awareness, bring interested families, and increase enrollment to our school. Services will be provided May 1, 2024, through April 30, 2025.

Budget Implication:
The total cost for these services is not to exceed $15,990. (General Fund)

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

HUMAN RESOURCES

9.15 ***Revised Board Policy 8708, Sexual Harassment, Students, First Reading***

Background Information:
Board Policy 8708, Sexual Harassment, Students, provides the procedure for students to make complaints alleging sexual harassment. The policy was last revised in 2022.

Current Consideration:
The Board of Trustees was requested to review the first reading of revised Board Policy 8708, Sexual Harassment, Students. The revised policy includes new contact information for complaint submission as well as complaint investigation options.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially reviewed revised Board Policy 8708, Sexual Harassment, Students.

9.16 ***Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA***

Background Information:
The Board of Trustees was requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association (CSEA) for the 2023-24 year, in accordance with AB 1200 (Statues of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 92801.

Current Consideration:
After the negotiation process with CSEA has concluded, the collective bargaining agreement was presented to the public via a Board of Trustees' meeting. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the agreement.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 8:47 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 8:47 p.m.

Trustee Smith exited the meeting at 8:47 p.m.

9.17 ***Adoption of the 2023-24 Collective Bargaining Agreement with CSEA***

Background Information:
The District entered into contract negotiations with the California School Employees Association (CSEA) for a successor agreement after proposals were brought forth by both parties. Negotiations were held and a tentative agreement was reached by both parties and ratified by CSEA.

Current Consideration:
The tentative agreement includes a 4.5 percent increase on the salary schedule retroactive to July 1, 2023.

Budget Implication:
The increase for the 4.5 percent salary schedule increase will impact the budget with an additional estimated expense of $2,539,322 per year. (General Fund)

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees adopted the 2023-24 collective bargaining agreement with CSEA.

9.18 ***Public Hearing, Disclosure of Collective Bargaining Agreement with MMA***

Background Information:
The Board of Trustees was requested to hold a public hearing on the collective bargaining agreement with the Mid-Managers Association (MMA) for the 2023-24 year in accordance with AB 1200 (Statues of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 92801.

Current Consideration:
After the negotiation process with MMA has concluded, the collective bargaining agreement was presented to the public via a Board of Trustees' meeting. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the agreement.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 8:48 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 8:49 p.m.

9.19 ***Adoption of the 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 tentative agreement includes a 4.5 percent increase on the salary schedule retroactive to July 1, 2023.

Budget Implication:
The increase for the 4.5 percent salary schedule increase will impact the budget with an additional estimated expense of $111,774 per year. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2023-24 collective bargaining agreement with MMA, as amended prior to the adoption of the agenda.

10. 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 item 10.6, Exhibit V, pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees O'Neal, Guerrero, and Randle-Trejo
Absent: Trustees Piercy and Smith

BUSINESS SERVICES

10.1 ***Award of Bid, Food Service***

Background Information:
The Food Services Department (FSD) strives to offer a variety of meal options for the District's students, and pizza is an item that remains popular among the students. As such, FSD would like to continue to make pizza available on its menus. Requests for Proposals (RFP) were received from five vendors for the purchase of various fresh baked pizza items that will be served as part of the National School Lunch Program in Anaheim Union High School District and Anaheim Elementary School District schools.

Current Consideration:
This bid will establish discounted pricing and fulfill federal, state, and local formal bidding requirements. The amount shown below is the best annual estimate and actual amounts expended could be higher or lower based on actual orders.

The Board of Trustees was requested to award the following bid from the lowest, most responsible, and responsive bidder.

Bid#	Service	Award	Amount
2024-12	Fresh Baked Pizza and Related Items	Papa Johns	$750,000

Budget Implication:
The total anticipated annual expenditure is listed above, but actual amounts may be more or less based on usage and market conditions. (Cafeteria Funds)

Action:
The Board of Trustees awarded Bid 2024-12, pursuant to Public Contract Code 20111, to Papa Johns, for the purchase of various fresh baked pizza and related items for up to three years, renewable annually by the District's assistant superintendent of Business Services.

10.2 ***Agreement, Health Science Associates***

Background Information:
At the May 2022 Board meeting, the Board of Trustees approved the agreement with Health Science Associates (HSA) to perform quarterly asbestos inspections, sampling, and testing for the swimming pools at Katella, Savanna, and Western high schools. The agreement has expired and it is important to continue the quarterly services for student safety.

Current Consideration:
The District desires to continue utilizing HSA to conduct the quarterly services for the pools at Savanna and Western high schools. These services are no longer needed for the Katella High School pool as it is currently undergoing a major renovation.

Budget Implication:
Services will be provided at an annual not to exceed cost of $17,400 for quarterly inspections, sampling, and testing. Services will be provided April 19, 2024, through April 18, 2025. (Maintenance Funds)

Action:
The Board of Trustees approved the agreement.

10.3 ***Amendment No. 7 Lease-Leaseback Agreement, Erickson-Hall Construction Co., Magnolia High School New Construction and Modernization, RFP #2022-20***

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

Current Consideration:
The District issued RFP #2022-20 inviting contractors to submit qualifications and proposals to perform the work associated with the Project. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Erickson-Hall Construction Co. (Erickson-Hall) as the LLB contractor for the Project. On August 11, 2022, the Board of Trustees ratified the LLB agreement with Erickson-Hall.

Construction is currently underway for the work initially approved by the Board of Trustees, including the work authorized under Amendments No. 1 through No. 6. Additional scope of work has been developed, specifically for the construction of the Site Drainage Improvement project. Erickson-Hall bid the subcontractor packages to various companies for the additional scope of work and has identified the subcontractors they plan to use on the Project. Staff has negotiated the LLB agreement amendment, 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 of Trustees. The LLB agreement shall be amended to include the additional scope of work under Amendment No. 7.

Budget Implication:
The current GMP, associated contingencies, and allowances for the originally bid work is $56,430,077. The LLB agreement's GMP will be amended by a combined amount of $1,380,580 to incorporate the additional scope of work as described above under Amendment No. 7. The total Project costs for the amended GMP including District contingencies and allowances will not exceed $57,852,075. (Developer Fee Funds, Special Reserve Fund for Capital Outlay Projects, and/or other funds as appropriate)

Action:
The Board of Trustees ratified Amendment No. 7 to the LLB agreement with Erickson-Hall.

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

Action:
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

10.5 ***Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale or Destruction***

Action:
The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

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

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees voted as follows on the Purchase Order Detail Report, February 27, 2024, through April 3, 2024.

Ayes: Trustees Guerrero and Randle-Trejo
Abstain: Trustee O'Neal
Absent: Trustees Piercy and Smith

The Board of Trustees ratified the Purchase Order-Change Orders Report, February 27, 2024, through April 3, 2024.

10.7 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report February 27, 2024, through April 3, 2024.

10.8 **SUPPLEMENTAL INFORMATION**

10.8.1 ASB Fund, February 2024

10.8.2 Cafeteria Fund, January 2024

10.8.3 Enrollment, Month 7 and Month 8

EDUCATIONAL SERVICES

10.9 ***Triennial Review, Countywide Expulsion Plan for Expelled Students***

Background Information:
The Countywide Expulsion Plan for Expelled Students is reviewed every three years by the Orange County Department of Education and the 28 school districts located in Orange County, via county meetings that include representatives from each district. The entire plan is reviewed and gaps in services are identified.

Current Consideration:
The plan will provide educational services to expelled students according to Education Code Section 48916.1. This plan is created to address areas of concern for the years 2024-27. At the request of the Orange County Department of Education, the expulsion plan has been signed prior to Board approval.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the plan.

10.10 ***Memorandum of Understanding (MOU), Orange County Human Relations dba Groundswell***

Background Information:
The Orange County Human Relations Council (OCHRC) and the District have a long-standing relationship that dates back to 1998, when OCHRC partnered with the District in a program called Bridges. OCHRC, which is now 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 school sites in the District.

Current Consideration:
LEAD is the administrative credential program the District does in partnership with California State University, Fullerton. Groundswell will facilitate equity-oriented trainings, tailored to the school context, to support the candidates in our LEAD program in their approach to relationship building, as well as navigating conflict and harm. Additionally, Groundswell will share and utilize their Equity Literacy framework with our LEAD candidates, so they're empowered to help address inequities on school campuses and within the community. Services are being provided April 6, 2024, through May 11, 2024.

Budget Implication:
The total cost for these services is not to exceed $4,000. (Stuart Foundation Grant Funds)

Action:
The Board of Trustees ratified the MOU.

10.11 ***Agreement, Marin County Office of Education, The California Collaborative for Educational Excellence (CCEE)***

Background Information:
The California Collaborative for Educational Excellence (CCEE) is a statewide agency designed to help deliver on California's promise of a quality, equitable education for every student. CCEE does this by working collaboratively with other state agencies, partner agencies, county offices of education (COEs), as well as stakeholders. CCEE plays a critical role in strengthening and growing California's system of support, a component of the state's accountability system whose guiding principles include local control and continuous improvement.

CCEE's Research Practice Partnership (RPP) is an initiative developed by the CCEE. The intent of the RPP is to provide initial implementation and research support through the provision of funding, as well as designated CCEE staff assistance for the purpose of implementing a particular project, program, or initiative, with the ultimate goal of helping a selected local educational agency make informed systemic decisions that result in improved student outcomes.

Marin County Office of Education is the administrative agent for CCEE.

Current Consideration:
The District has been selected to engage in the RPP with CCEE and WestEd (CCEE designee) to share the work around the District's focus on capturing student-level data with the 5Cs reflection. As part of the Graduate Student Profiles Innovation Pilot, led by Scaling Student Success, the District's vision, mission, and core values, as well as the practices to measure it have emerged as a promising practice to learn from statewide. The District will enter into agreement with CCEE to participate in focus groups, interviews, as well as produce a publication, CCEE Spotlight, to highlight how the District's practices have improved student outcomes and be a blueprint for other districts to kickstart their own initiatives. Services are being provided March 1, 2024, through June 30, 2024.

Budget Implication:
The District will be compensated up to $20,000.

Action:
The Board of Trustees ratified the agreement.

10.12 ***Amendment, Agreement, Class Chat, LLC***

Background Information:
The Board of Trustees approved a contract with Class Chat, LLC on May 4, 2023, to be used at Cambridge Virtual Academy, Cypress High School, and Walker Junior High School. The teacher-to-student communication application was developed by a District alumnus, currently a student at California State University, Long Beach.

Current Consideration:
In addition to the three aforementioned school sites, the District requested to expand access to Anaheim High School and will be able to evaluate the application at all additional school sites through the rest of 2024. Services will be provided May 1, 2024, through July 31, 2025.

Budget Implication:
The total cost for these services is not to exceed $19,308. (LCFF Funds)

Action:
The Board of Trustees approved the amendment.

10.13 ***Agreement, ALTA Language Services, Inc.***

Background Information:
The California Department of Education has established the State Seal of Biliteracy to recognize high school graduates who have attained a level of proficiency in speaking, reading, and writing in one or more languages in addition to English. This encourages students to study languages and attain biliteracy to provide future employers with their language and biliteracy skills.

Current Consideration:
ALTA Language Services Inc. provides language proficiency testing to high school students in more than 90 languages, including low-density languages that are often not available from other testing providers. It is projected that this demand for Seal of Biliteracy throughout the District will continue to increase in the 2023-24 and 2024-25 years. Services are being provided March 8, 2024, through March 8, 2025.

Budget Implication:
The cost for these as-needed services is not to exceed $5,000. (LCFF Funds)

Action:
The Board of Trustees ratified the agreement.

10.14 ***Amendment, Agreement, Girls Incorporated of Orange County (Girls Inc.)***

Background Information:
Girls Inc. is a private, nonprofit agency, which has been serving girls ages 4 to 18 years, since 1954. They are an affiliate of the national Girls Inc., which serves approximately 125,000 girls annually across the United States and Canada. Girls Inc. develops research-based supplemental educational programs that encourage girls to master physical, intellectual, as well as 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:
The District would like to extend the current agreement with Girls Inc. to provide a comprehensive supplemental summer program called Eureka, for 100 girls that promotes positive body image, good nutritional and social habits, communication skills, and leadership traits at school sites interested in participating throughout the District. Girls Inc. will work collaboratively with school counseling departments and site staff to refer students to the programs, as well as to monitor students who have participated in the programs. The program will be held at Anaheim High School. The students at Anaheim High School are guaranteed 50 percent of the spots available for the program. Services will be provided June 3, 2024, through June 28, 2024.

Budget Implication:
Increase the amount of the agreement by $9,000, for the total cost not to exceed $29,000. (LCFF Funds)

Action:
The Board of Trustees approved the amendment.

10.15 ***Amendment, Orange County Department of Education (OCDE), School-Based Health Incentive Program (SBHIP)***

Background Information:
The Department of Health Care Services (DHCS) designed and implemented the School-Based Health Incentive Program (SBHIP) to increase access to preventive, early intervention and behavioral health services by school-affiliated behavioral health providers in K-12 public schools. DHCS allocated $389 million to be designated over a three-year period, January 1, 2022, through December 31, 2024, for incentive payments to Medi-Cal managed care plans (MCPs) to support districts across the state of California.

CalOptima, Orange County's Medi-Cal managed care plan provider, received $25,259,748 to support efforts associated with targeted interventions that increase access to preventive, early intervention, and behavioral health services by school-affiliated behavioral health providers in public schools. CalOptima partnered with OCDE, and in collaboration with community-based providers, developed a plan that distributed funds to mental health care

agencies across Orange County. The SBHIP allocation to eligible school districts is 10 million.

Current Consideration:
OCDE requested an amendment that will allow for the District to receive 100 percent of funds and not wait for portions of it to be distributed during a two-year period. The current agreement with OCDE was approved by the Board of Trustees on November, 17, 2023. The District's allocation is $264,160.96, for the term of November 17, 2023, through June 30, 2025.

OCDE and CalOptima have approved the proposed District budget that supports the expansion of services related to universal mental health screenings through Heads Up Check Up, Inc., and the addition of a Child Welfare and Attendance Liaison who will support chronic absenteeism, truancy, as well as attendance efforts with homeless youth, foster youth, and youth with mental health disorders.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the amendment.

10.16 ***Agreement, JLM Psychological Services***

Background Information:
JLM Psychological Services provides threat assessment evaluations of students and their families at the request of the District to help determine the next steps, support, and services. JLM Psychological Services also provides assessment evaluations for students as requested by the Department of Mental Health, Student Support Services, as well as Special Youth Services. JLM Psychological Services serves as an independent and neutral party that provides valuable information for the family and the District to best support the student.

Current Consideration:
JLM Psychological Services is used by the District when there is a need for an in-depth assessment, a significant concern that a student may be a danger to self or others, and/or requires further emergency assessment. JLM Psychological Services staff will provide clinical evaluations that must be conducted by a clinical psychologist. The staff members that will support the assessment, give recommendations, and provide a written report include Dr. Megan L. Dennison and Dr. Jeannette L. Morgan. Services will be provided April 19, 2024, through June 30, 2025.

Budget Implication:
The total cost is not to exceed $50,000 per year. (LCFF Funds)

Costs per student will be determined by what the District is requesting per student referral aligned with the type of service outlined on JLM Psychological Services' fee schedule.

Action:
The Board of Trustees approved the agreement.

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

Background Information:
The District operates several unique special education programs that are not available in some local school districts. School districts may enter agreements to provide services to special education students who are living in other districts. At times, the District admits special education students from other school districts into some of the District's unique special education programs.

Current Consideration:
Garden Grove Unified School District (GGUSD) has requested to enter into an MOU with the District permitting students from GGUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from GGUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 1, 2023, through June 30, 2024.

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

Action:
The Board of Trustees ratified the MOU.

10.18 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected materials for courses in English Language Arts and world languages courses. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

10.19 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in science. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider the adoption of the materials following the end of the period of public display, April 19, 2023, through May 4, 2023.

Action:
The Board of Trustees approved the display.

10.20 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

10.21 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

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

Background Information:
The Board of Trustees approved an attorney-client retainer agreement with Atkinson, Andelson, Loya, Rudd & Romo, PC (AALRR), on June 15, 2023, for legal services, which are not provided by attorneys at the Orange County Department of Education, July 1, 2023, through June 30, 2024, at a cost not to exceed $250,000.

Current Consideration:
This agreement is for legal services related to Human Resources, and staff has determined that an increase to the amount of the agreement by an additional $150,000 is needed.

Budget Implication:
Increase the amount of this agreement by $150,000, for a total cost not to exceed $400,000. (General Fund)

Action:
The Board of Trustees approved the amendment.

10.23 ***2023-24 Third Quarterly Report, Williams Uniform Complaints***

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

Current Consideration:
The Williams Uniform Complaints Third Quarterly Report, January 1, 2024, through March 31, 2024, states there were no complaints during this quarter.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees accepted the report.

10.24 ***Agreement, Department of General Services (DGS), Office of Administrative Hearings (OAH)***

Background Information:
The District has an agreement in place with OAH to provide the services of Administrative Law Judges for the purpose of conducting hearings pursuant to Government Code Section 27727 when required.

Current Consideration:
The Board of Trustees was requested to approve the agreement with OAH. The term of this agreement is March 12, 2024, through March 11, 2029.

Budget Implication:
The total cost is not to exceed $100,000. (General Fund)

Action:
The Board of Trustees ratified the agreement.

10.25 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report, as amended prior to the adoption of the agenda.

10.26 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

10.27 ***Conferences and/or Meetings***

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

S-TAC Deep Dive Learning Exchange, May 14, 2024, through May 15, 2024, Redding, CA, at a cost not to exceed $900. (General Fund)

Action:
The Board of Trustees approved for the superintendent to attend the conference.

10.28 ***Conferences and/or Meetings, CSBA Delegate Assembly***

It is recommended that the Board of Trustees approve the attendance to the following conference for Trustee Annemarie Randle-Trejo with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

2024 California School Boards Association (CSBA) Delegate Assembly, May 18, 2024, through May 19, 2024, Sacramento, CA, at a cost not to exceed $1,400. (General Fund)

Action:
The Board of Trustees approved Trustee Annemarie Randle-Trejo's attendance to the conference with payment of necessary expenses.

10.29 ***Board of Trustees' Meeting Minutes***

March 7, 2024, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

Typographical error noted and corrected on item 4.7 on page 2 of the agenda, as well as Report Out Language, Student 20-22 was corrected to 23-22.

11. SUPERINTENDENT AND STAFF REPORT

Dr. Fried invited the Board and the public to Steam-a-Palooza, taking place Saturday, April 20, 2024.

Dr. Nien attended the GASELPA Board Meeting where they presented 5 District employees with a Community Advisory Committee Recognition Awards, including Transportation Department Supervisor Robert Lewis.

Mr. Saldivar highlighted the Simons Scholars and the scholarships they received, as well as the AVID Senior Standout recognitions and scholarships that seven District students received. He also invited the Board to the Anaheim Collaborative Summit taking place Friday, April 19, 2024.

12. BOARD OF TRUSTEES' REPORT

Trustee O'Neal reported he attended the NOCROP Board meeting where they recognized participation from Anaheim, Magnolia, Savanna, and Western high schools in a design build competition. He also attended the ROP presentation for Patient Care Pathway, ROP Student of the Year Awards, Cypress College Americana Awards, Color and Light Art Exhibition, Boys and Girls Club Annual Moving Forward Gala and Auction, Kennedy High School Capstone Showcase, Every 15 Minutes, Hope School Prom, Gilbert High School Capstone Showcase, Open Houses at Magnolia and Gilbert high schools.

Trustee Guerrero said she attended the Years of Service Awards, Color and Light Art Exhibition, Soapbox Speech Finals, Reduction in Force Student Forum, community forum for Orangeview Junior High School and Western High School consolidation, Insurance Committee meeting, OCCCO Community Schools event, as well as Open Houses at Magnolia High School and Sycamore Junior High School.

Trustee Randle-Trejo reported she attended the liaison meeting with the City of Anaheim, NOCROP Board meeting, Community Advisory Committee Recognition Awards, as well as made a special mention to the Kindness Awards and AVID scholarship recipients. In addition, she also attended the OCSBA/ACSA Joint Dinner, Color and Light Art Exhibition, and the Years of Service Awards.

13. ADVANCE PLANNING

13.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Tuesday, May 7, 2024, at 6:00 p.m.

Thursday, June 6 (LCAP)	Thursday, October 17
Thursday, June 13	Thursday, November 14

Thursday, July 18
Thursday, August 8
Thursday, September 12
Thursday, December 12
Thursday, December 19

13.2 ***Suggested Agenda Items***

There were no suggested agenda items.

14. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:02 p.m.

Approved _____
Assistant 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, May 7, 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; Jessica Guerrero, assistant clerk; Katherine H. Smith, and Brian O'Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; and Robert Saldivar, executive director.

Absent: Anna L. Piercy, clerk; Karl H. Widell, District counsel

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 8 of the agenda, pull item 10.6
- Exhibit F, replace page 2 to remove HR-2023-24-64 and HR-2023-24-68
- Exhibit BB, replace page 3 to correct enrollment numbers

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:30 p.m.

Mr. Widell entered closed session at 4:10 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 6:01 p.m.

President Randle-Trejo acknowledged the profound loss of Trustee Anna L. Piercy and expressed her sincere condolences.

Trustee Smith said she was grateful to have known her, as well as worked alongside Trustee Piercy and the District was lucky to have her for as long as we did.

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

Student Representative to the Board of Trustees Daniella Ruiz led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 ***Closed Session Report***

Assistant Board Clerk Guerrero 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, by a vote of 4-0, approved the settlement agreement in Consolidated OAH Case Nos. 2024010427 and 2024010497, resolving all issues in dispute by providing an independent educational evaluation, compensatory services, and other reimbursements.

5.3.3 No reportable action taken regarding negotiations.

5.3.4 No reportable action taken regarding personnel.

5.3.5 The Board of Trustees, by a vote of 4-0, rescinded the non-reelection of employee HR-2023-24-60 for the next school year.

6. RECOGNITIONS

6.1 ***Student Representative to the Board of Trustees***

The Board of Trustees honored Daniella Ruiz for her service as student representative to the Board of Trustees during the 2023-24 year.

6.2 ***2023-24 AUHSD Student Ambassadors***

The Board of Trustees honored the District's student ambassadors for their service during the 2023-24 year. The ambassadors serve as official spokespersons for all of the District's students at special ceremonies, events, and functions. The student leaders are also deeply embedded in the District's governance structure and actively provide the "student voice" wherever possible. The following students were recognized for this important contribution to the District.

Madisson Romero Alarcon	Anaheim High School
Eliana Garcia	Cambridge Virtual Academy
Namwook Adam Lee	Cypress High School
Alondra Calderon	Gilbert High School
Jazzlyn Carrasco	Hope School
James Castillo	Katella High School
Naveen Weedagama	Kennedy High School
Donya Aghdam	Loara High School
Daniel Santana	Magnolia High School
Marcus Kwon	Oxford Academy

Ruth Nguyen	Savanna High School
Vasu Bagga	Western High School

6.3 ***AVID Senior Standout Scholarship Award***

The Board of Trustees honored the following students who were recognized as the AVID Senior Standouts from their school site at the awards ceremony, which took place on April 15, 2024, at the Irvine Clay Theatre. The AVID Senior Standout Scholarship Awards are monetary awards ranging from $250 to $35,000. The Senior Standout represents their AVID school site as the top AVID Senior, according to the guidelines provided in the rubric. The site's AVID Coordinator and site team nominate one candidate per school site.

Valerie Velazquez, Anaheim High School
James Castillo, Katella High School
Tatiana Feghali, Loara High School
Ruth Nguyen, Savanna High School
Emily Munoz, Western High School

6.4 ***Cypress High School, CIF Individual Southern Division 235-Pound Wrestling Champion***

The Board of Trustees recognized wrestling student Keye Osede, Cypress High School, for her outstanding performance in becoming the 235-pound CIF Individual Southern Division Champion.

6.5 ***Western High School, CIF Southern Section Northern Division 132-Pound Wrestling Champion***

The Board of Trustees recognized wrestling student Isaac Gonzalez, Western High School, for his outstanding performance in becoming the 132-pound CIF Individual Northern Division Champion.

6.6 ***Anaheim High School, CIF Individual Eastern Division 125-Pound Champion and CIF Masters 125-Pound Champion***

The Board of Trustees recognized wrestling student Lilyana Balderas, Anaheim High School, for her outstanding performance in becoming the 125-pound CIF Individual Eastern Division and CIF Masters 125-pound Champion.

7. REPORTS

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

Student Representative to the Board of Trustees Daniella Ruiz provided her last report and stated that the student ambassadors have contributed to a better, safer, and improved school climate throughout the District.

7.2 ***Student Speakers***

7.2.1 Hailey Sotelo, Brookhurst Junior High School student, advocated for her education, as well as her teachers.

7.2.2 Andrew Campuzano, Anaheim High School student, acknowledged "Teacher Appreciation Week," as well as provided an alternate plan for graduation regalia.

7.2.3 Xitlalli Cordova-Guerrero, Anaheim High School student, spoke in support of teachers.

7.2.4 Sarah Alakkoud, Cypress High School student, acknowledged "Teacher Appreciation Week," and expressed support for the teachers.

7.3 ***Reports of Associations***

Geoff Morganstern, ASTA president, urged the Board to reconsider the reduction in force and detailed the ripple effects of these layoffs, including uncertainty for teachers until late June, potential resignations, disruptions to summer planning, and preparations for the next school year, as well as the impact on school schedules and communities.

Rafael Santiago, ALTA vice president, expressed his condolences regarding the passing of Trustee Piercy and stated she has left an indelible mark on our community and her legacy of service will be remembered for years to come. He also highlighted events such as Steam-a-Palooza, Capstone Projects, Parent Google Certificate Ceremony, Teacher Appreciation Week, and Graduation Walks to feeder elementary school sites. Lastly, he shared a message of congratulations to the graduating seniors, encouraging them to embrace the endless possibilities ahead with confidence and to remember that their future success lies within them.

STUDENT SPEAKERS

Jade Hoang, Cypress High School student, conveyed her appreciation for the student forum on the reduction in force and also shared her concerns regarding the lack of recorded information from the event, class sizes, as well as the importance of transparency in fostering trust and understanding within the community.

Isabella Borrayo, South Junior High School student, expressed her disagreement with the decision to lay off teachers emphasizing the importance of teachers for quality education.

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

Jessie Alvarez, PTSA president, reflected on her years as president and announced the incoming PTSA president Laura Allen from Walker Junior High School. She also expressed gratitude for the support received from the Board and Cabinet, as well as acknowledged all teachers during Teacher Appreciation Week.

8. **PRESENTATIONS**

PUBLIC COMMENT

Germaine Neumann, District parent, spoke of transparency and questioned the accuracy of the Plurilingual Master plan.

8.1 ***District English Learner Advisory Committee (DELAC)***

Background Information:
In compliance with state regulations, DELAC shall advise the Board of Trustees on the programs and procedures related to the implementation of the English Learner/Plurilingual Program. Parent input and needs are gathered and addressed by the Plurilingual staff at DELAC meetings. The DELAC executive committee shall advise the Board of Trustees on the needs of the English Learner/Plurilingual students.

Current Consideration:
The DELAC executive committee, along with the Plurilingual Services staff presented to the Board of Trustees on required tasks, which include the District's annually updated Plurilingual Master plan and goals for services, needs assessment, teacher and paraprofessional qualifications, annual languages census, procedures for reclassification, as well as written notifications.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

8.2 ***District Community Schools Update and Possible Expansion***

Background Information:
The District's Community School Model lives through an equitable, asset-based instructional approach focused on existing community strengths and nurturing potential. The District's vision, core values, and infrastructure align with the community schools model to create a safe place at the heart of a community where students, families, educators, and staff are connected, as well as work together to expand opportunities and address the needs of the whole child. In November 2019, the Board of Trustees unanimously approved the launch of a pilot program for two school sites to be established as community schools: Anaheim High School and Sycamore Junior High School. The District expanded the Community Schools model to 13 school sites through the California Community Schools Partnership Program (CCSPP) round one grant cycle in May 2022, and added two additional schools through the CCSPP round two grant cycle in May 2023. The District seeks to share updates of the Community Schools progress, including possible Community School Model expansion within the remaining six schools not yet funded through the CCSPP.

Current Consideration:
Director of Community Schools and Family and Community Engagement, Carlos Hernandez, along with members of the District Community Schools Steering Committee presented to the Board of Trustees an update on the District Community Schools and possible expansion.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

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

9.1 Santana Ruiz, interim executive director, UCI, Center for Educational Partnerships, highlighted the success of the Anaheim Pledge and the partnership with the District.

9.2 Adriana Badillo, director, CSUF, Center for Educational Partnerships, Student Affairs, spoke of the long-standing partnership between the CSUF Center of Educational Partnerships and the District, particularly the GEAR UP program, which is celebrating its 25th anniversary. She also expressed pride in seeing GEAR UP alumni succeed, as she is a product of this partnership.

9.3 Dana Lynch, superintendent, NOCROP, expressed condolences to the family of Trustee Anna L. Piercy and the AUHSD community. Mr. Lynch praised the partnership between NOCROP and the District, which was established over 50 years ago, as well as recognized the District's focus on essential skills and work-based learning, innovative efforts in curriculum, instruction, assessment, counseling, and community outreach.

9.4 Yvonne Gonzalez Duncan, president, League of United Latin American Citizens (LULAC), highlighted the District's pioneering efforts through dual language programs, community schools, career pathways, and civic engagement initiatives, attributing their success to the teachers' dedication. She urged the Board to consider these factors when making budget cuts, balancing seniority rights with equitable treatment for all staff.

9.5 Mary Anne Foo, executive director, Orange County Asian Pacific Islander Community Alliance (OCAPICA), shared her appreciation for the District's progress throughout the years noting significant changes, such as increased diversity, as well as community and student voices. She also addressed misconceptions regarding grant funding.

9.6 Gail Kairis, executive director, Ronald M. Simon Family Foundation's Simon Builders Program, spoke of the success of the Simon Builders Program at Anaheim High School, which focuses on residential and commercial construction career pathways. Additionally, she emphasized the District's culture of innovation and entrepreneurship, which allows students to pursue great opportunities.

9.7 Jose Moreno, Los Amigos of Orange County, commended the Board for past actions supporting teachers against charter schools and corporate interest, while also asking the Board to sustain vital programs, listen to teachers, and maintain transparency.

9.8 Shelley Hawkins, Cypress High School teacher, conveyed her frustration regarding the Reduction in Force (RIF) stating that the hearings are a disruption to students, costly to the District, and cause stress for the affected teachers like herself. She urged the Board to rescind the layoffs.

9.9 Trina Estanislao, Lexington Junior High School teacher, read the names of the teachers who would be affected by the RIF process and emphasized the vital role teachers have on students' lives.

9.10 Tracy Heck, Lexington Junior High School teacher, expressed her loss of confidence in the District and called on the Board to rescind the layoffs.

9.11 Dulce Sotelo, District parent, relayed her concerns about the negative impact of teacher layoffs, including the potential of classes being eliminated or students having to chose between different programs. She asked the Board to prioritize students by retaining dedicated teachers who can support students' educational needs.

9.12 Casey Lang, Anaheim High School teacher, acknowledged the achievements of students and the importance of teachers in supporting their success, specifically the crucial role of English Language Development (ELD) teachers in empowering these students. Additionally, she requested that the Board consider all perspectives and alternatives available in order to make an informed decision.

9.13 Linda Martinez, District parent, voiced her concerns about the RIF decision being made by the Board. She also thanked all teachers for their work and shaping the future of students.

9.14 Yesenia Rojas, District parent, spoke in support of the teachers, as well as shared concerns about substitute teachers and safety at Anaheim High School.

9.15 Randy Douthat, Oxford Academy teacher, stated that due to the RIF hearings' extension, affected teachers, including himself, face uncertainty and emotional strain as their fates remain unresolved. He pressed the Board to cancel the current RIF and advocated for a transparent, collaborative process for future layoffs.

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 Hope Communicates, Hope School
10.1.2 Community Schools Club, Loara High School

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

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications.

The student representative to the Board of Trustees, Daniella Ruiz, cast her preferential vote for the school-sponsored organizations.

RESOLUTIONS

10.2 ***Resolution No. 2023/24-E-23, Enhancing Supports and Resources for our LGBTQ+ Students***

Background Information:
The District prides itself on its diversity and inclusiveness, providing safe and welcoming spaces for students, regardless of race, ethnicity, national origin, language, disability status,

gender expression or identity, as well as sexual orientation. As many as 10.3 percent of California students in middle and high schools identify as lesbian, gay, bisexual, transgender, queer, questioning, intersex, asexual, gender nonconforming, gender fluid, and gender nonbinary (LGBTQ+). Youth identifying as LGBTQ+ are overrepresented in the populations of youth experiencing homelessness; youth who are the victims of bullying and discrimination; and youth who have attempted or died as a result of suicide.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2023/24-E-23, Enhancing Supports and Resources for our LGBTQ+ Students. This resolution will support our LGBTQ+ community by celebrating the achievements and contributions of the LGBTQ+ community. This can be achieved through various recognitions including, but not limited to: LGBTQ+ Pride Month, LGBTQ+ History Month, National Coming Out Day, and Transgender Day of Remembrance, consistent with the District's Ethnic Studies framework, which includes curriculum around contributions of LGBTQ+ individuals.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-23. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

The student representative to the Board of Trustees, Daniella Ruiz, cast her preferential vote on the resolution.

10.3 ***Resolution No. 2023/24-HR-08, Classified School Employee Week, May 19-25, 2024***

Background Information:
Since 1986, California has taken the third week in May to honor the invaluable contributions of classified school employees. From the time students board a school bus to the time they head home at the end of the day, every aspect of their educational experience is impacted by a classified school employee.

The Board of Trustees recognizes that classified school employees play crucial roles in education. From transporting and feeding students, to teaching them vital skills and ensuring that schools are operating smoothly, classified employees are integral to the District and public education.

Current Consideration:
Resolution No. 2023/24-HR-08 declares May 19, 2024, through May 25, 2024, Classified School Employee Week. Classified employees will be recognized for their valuable services to the schools and students of the Anaheim Union High School District.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-HR-08. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.4 ***Resolution No. 2023/24-HR-09, Certificated Reduction in Force***

Background Information:
On April 18, 2024, the Board adopted Resolution No. 2023/24-HR-07 to address economic conditions including the level of services needed to support the District's students, increased employer contribution to CalSTRS and CalPERS, and increased employee health and welfare costs have caused deficit spending, which has had an adverse impact on the finances of the District.

Education Code Sections 44949 and 44955 control the process for laying off certificated services through due process, which includes the right of affected employees to request a hearing. Some employees did not request a hearing or chose not to participate in the hearing. The law requires final notices to affected employees be dispatched no later than May 14, 2024. Resolution No. 2023/24-HR-09 directs administration to issue the appropriate number of notices to affected employees that their services will not be required for the 2024-25 year.

Current Consideration:
The resolution is a reduction in force, due to reduction or elimination of certain particular kinds of services rendered by certificated employees.

Budget Implication:
The reduction in force will reduce costs by approximately $1,435,942.

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-HR-09, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.5 ***Resolution No. 2023/24-HR-10, National Speech-Language-Hearing Month***

Background Information:
Each May, National Speech-Language-Hearing Month provides an opportunity to raise awareness about communication disorders and the role of speech-language pathologists and audiologists in providing life-altering treatment. The District recognizes that speech-language pathologists and audiologists provide critical services to our students, and National Speech-Language-Hearing highlights their essential role in our school and district systems.

Current Consideration:
Resolution No. 2023/24-HR-10 declares May to be National Speech-Language-Hearing Month. The Board will recognize the contributions that speech-language pathologists and audiologists make every day to improve the communication needs and skills of our Nation's children.

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. 2023/24-HR-10. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.6 This item was pulled prior to the adoption of the agenda.

BUSINESS SERVICES

10.7 ***Agreement, Transportation, Coeur d'Alene Charter Academy***

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:
Coeur d'Alene Charter Academy is requesting the District to transport students for field trip needs. The agreement will be in effect June 1, 2024, through June 30, 2025.

Budget Implication:
The transportation agreement provides net income to the District, which assists in offsetting the transportation contribution from the General Fund.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

EDUCATIONAL SERVICES

10.8 ***Grant Award, Carnegie Corporation of New York, Profiles of Collective Leadership***

Background Information:
Profiles in Collective Leadership (PCL) is an initiative supported by Carnegie Corporation of New York and Transcend, which aims to help understand how and why certain collaborative models are effective in fostering systemic change and delivering learning opportunities that consistently put young people on a path to thriving futures and engaged citizenship. The goal is to identify organizations already engaged in this work so we can lift up and learn from their efforts.

Current Consideration:
The District submitted a proposal and was approved for a $200,000 PCL grant for the work that the District is engaging in with the University of California, Irvine (UCI) and eKadence, on behalf of The Anaheim Collaborative. The District's work is creating a mechanism to measure the 5Cs by identifying evidence of the 5Cs in student reflections. The District is among ten recognized partnerships in eight states and will act as exemplars, sharing what they have learned with each other and with the public. The District plans to use these funds to help provide dozens of internships and externships for teachers, parents, and students

with UCI and eKadence in order to provide feedback to the measurement tool. The duration of the grant is April 1, 2024, through March 31, 2025.

Budget Implication:
The amount of the grant award is $200,000.

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, following discussion, the Board of Trustees accepted and ratified the grant award.

10.9 ***Agreements, Cengage National Geographic Learning, ELD Instructional Materials***

Background Information:
With the increase of immigration, the District experienced a growth in the number of Newcomers (students who have been in the country twelve months or less). Twenty percent of the District student population is composed of English Learners/plurilingual students. Of these students, over 500 are identified as newcomers (students who have been in the country twelve months or less). In order to provide greater support to newcomers, the District provides supplemental support via the Cengage curriculum and platform. This platform provides listening, speaking, reading, and writing opportunities at the student's specific reading level. In order to meet the urgent needs of these newcomer students the Cengage contract was mistakenly processed and a ratification is requested.

Current Consideration:
At this time, the ELD teachers have opted not to adopt new instructional materials. Given the expiration of licenses, we will amend and need a ratification of the original agreement to extend the purchase of the digital licenses, printed textbooks, and consumable workbooks for three years, lining up all the online materials expiration dates for the end of the 2025-26 year. At that time, if necessary, we will also start the process of the completion of the next instructional materials adoption prior to the expiration dates or submit for another extension of the current instructional materials.

Budget Implication:
The cost for the ELD Core Curriculum Instructional Materials licenses that currently needs to be extended is $50,487.50 (Instructional Materials Lottery Funds). The cost for the ELD Supplemental Curriculum Instructional Materials licenses that currently needs to be extended is $26,007.75 (Title III Funds). The total cost for both is not to exceed $76,495.25.

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees ratified the agreements.

10.10 ***Agreement, Awareness in Motion (AIM) Formerly Known as MindKind Institute LLC***

Background Information:
MindKind Institute LLC has provided the Mindful Leadership AUHSD Program and Self-Awareness Training for District administrators, school leaders, teachers, and parents since October 2017. These programs are a multi-pronged approach towards developing mindful leaders with the highest level of commitment to Career Preparedness Systems Framework (CPSF). MindKind Institute LLC has transitioned to a rebrand in which the name has shifted to Awareness in Motion (AIM).

Current Consideration:
Awareness in Motion will partner with Walker Junior High School to provide a student-focused leadership development and social-emotional learning workshop for the students. Services will be provided May 8, 2024, through June 30, 2024.

Budget Implication:
The total cost for these services is not to exceed $2,800. (Title IV Site Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.11 ***Agreement, Cyberforward Academy***

Background Information:
Cyberforward Academy is an organization whose mission is to solve the cybersecurity resource shortage and bridge the skills gap by identifying and rapidly developing effective, job-ready cybersecurity professionals. They provide immersive experiences for high school students to prepare them with the soft skills and technical skills required in this field.

Current Consideration:
Cyberforward Academy would like to enter into an agreement to provide Magnolia High School Cybersecurity Institute students with work-based learning experience in the cybersecurity industry. This experience will provide up to 35 students with foundational learning, work-based learning, and an internship project to prepare them for jobs in this growing field. Ahead of this program, Cyberforward Academy will provide two informational sessions about the program. Services will be provided May 8, 2024, through December 31, 2024.

Budget Implication:
The total cost for these services is not to exceed $50,000. (Strong Workforce Funds)

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

10.12 ***Agreement, Osael Romero, American Red Cross (ARC) Instructor***

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:
Osael Romero, ARC instructor, will 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 will be provided May 8, 2024, through June 30, 2024.

Budget Implication:
The costs for these services are not to exceed $3,401. (Title IV Funds)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

10.13 ***Sole Source Justification, Aeries Software, Inc. (dba Eagle Software)***

Background Information:
In February 2024, the Board of Trustees approved Greg Lindner to analyze the District's student information system cloud hosting options, and develop a sole source justification document for Aeries Software, Inc. (dba Eagle Software) student information system cloud hosting.

Current Consideration:
Greg Lindner recently finalized his report, which evaluated the District's student information system cloud hosting options. Mr. Lindner's findings were documented in a 23-page report. His professional opinion is the sole source provider of cloud hosting for the Aeries student information system is Aeries Software, Inc. (dba Eagle Software). By declaring Aeries Software, Inc. (dba Eagle Software) as the sole source, we meet legal requirements. The total amount of the contract exceeds the bid limit of $114,500 (PCC 20111). This will also allow District administration to enter into contracts with Aeries Software, Inc. (dba Eagle Software) as required.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal duly seconded and unanimously carried, following discussion, the Board of Trustees approved Aeries Software, Inc. (dba Eagle Software) as the student information system maintenance and support sole source vendor.

HUMAN RESOURCES

10.14 ***Revised Board Policy 8708, Sexual Harassment, Students, Second Reading***

Background Information:
Board Policy 8708, Sexual Harassment, Students, provides the procedure for students to make complaints alleging sexual harassment. The policy was last revised in 2022.

Current Consideration:
The Board of Trustees was requested to review the second reading of revised Board Policy 8708, Sexual Harassment, Students. The revised policy includes new contact information for complaint submission, as well as complaint investigation options.

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 reviewed and approved revised Board Policy 8708, Sexual Harassment, Students.

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

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

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

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the Declaration of Need for Fully Qualified Educators, as required by the State Commission on Teacher Credentialing.

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. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

BUSINESS SERVICES

11.1 ***Interagency Agreement, Vibrant Minds Charter School***

Background Information:
In July 2020, Vibrant Minds Charter School asked the Food Services Department to become their School Food Authority to meet the State meal mandate passed in 1975. The mandate requires school districts, including charter schools, to provide nutritious meals for all enrolled students. Vibrant Minds Charter School does not have adequate facilities to provide meal service to their students.

Current Consideration:
This one-year agreement to provide meals to Vibrant Minds Charter School generates revenue from meals served and provides a community service. Services will be provided July 1, 2024, through June 30, 2025.

Budget Implication:
This agreement generates revenue from meals served. (Cafeteria Funds)

Action:
The Board of Trustees approved the agreement with Vibrant Minds Charter School.

11.2 ***Ratification of Change Order***

Bid #2024-04, Oxford Academy Portables	P.O. #T64A0245
JM and J Contractors	
Original Contract	$578,200
Change Order #1	$(1,149)
New Contract Value	$577,051

Action:
The Board of Trustees ratified the change order as listed above.

11.3 ***Notice of Completion***

Bid #2024-04, Oxford Academy Portables	P.O. #T64A0245
JM and J Contractors	
Original Contract	$578,200
Contract Changes	$(1,149)
New Contract Value	$577,051

Action:
The Board of Trustees authorized the assistant superintendent, Business to accept Bid #2024-04 as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

11.4 ***Award of Bids***

The Board of Trustees was requested to award the following bids:

Bid#	Service	Award	Amount
2024-16	Anaheim High School Roofing Project (Maintenance Funds and/or other funds as appropriate)	Best Contracting Services	$1,865,423
2024-17	Cypress High School Roofing Project (Maintenance Funds and/or other funds as appropriate)	C.I. Services, Inc.	$1,015,168

2024-18	Walker Junior High School Roofing Project (Maintenance Funds and/or other funds as appropriate)	Commercial Roofing	$783,914
2024-19	Brookhurst Junior High School Re-Roofing of Covered Walkways (Maintenance Funds and/or other funds as appropriate)	Letner Roofing Company	$431,100
2024-20	Western High School and Walker Junior High School Abatement Project (Maintenance Funds and/or other funds as appropriate)	Resource Environmental, Inc.	$35,000
2024-21	Districtwide Asphalt Paving (Maintenance Funds and/or other funds as appropriate)	Mission Paving and Sealing	$264,900
2024-23	Brookhurst Junior High School Exterior Painting (Maintenance Funds and/or other funds as appropriate)	Case & Sons Construction	$293,700
2024-25	Sycamore Junior High School Basketball Courts (Maintenance Funds and/or other funds as appropriate)	Golden State Paving Co.	$163,800

Action:
The Board of Trustees awarded Bid Nos. 2024-16, 2024-17, 2024-18, 2024-19, 2024-20, 2024-21, 2024-23, and 2024-25.

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.

11.7 ***Donations***

Action:
The Board of Trustees accepted the donations as submitted.

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

Action:
The Board of Trustees ratified the purchase order detail report February 27, 2024, through April 23, 2024, as well as the change orders April 4, 2024, through April 23, 2024.

11.9 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report April 4, 2024, through April 23, 2024.

11.10 **SUPPLEMENTAL INFORMATION**

11.10.1 ASB Fund, March 2024

11.10.2 Cafeteria Fund, February 2024

11.10.3 Enrollment, Month 9, as amended prior to the adoption of the agenda.

EDUCATIONAL SERVICES

11.11 ***Amendment, Quote, Freight Farms***

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

Current Consideration:
On October 12, 2023, the Board of Trustees approved an agreement with Freight Farms to place a Greenery S at the Magnolia Agriscience Community Center (MACC). An amendment is requested as the previously approved agreement did not include the cost of setup and delivery. All other terms and conditions of this agreement remain intact.

Budget Implication:
The total amended cost is increased by $17,400, for a new total not to exceed $163,800. The previously approved amount was at a cost not to exceed $146,400, which was covered through Special Funds, as well as funds donated by Orange County Supervisor Doug Chaffee and the Samueli Foundation. (LCFF and Stuart Foundation Funds)

Action:
The Board of Trustees approved the amendment.

11.12 ***Agreement, Leadership Inspirations***

Background Information:
Leadership Inspirations was founded in 2006. Leadership Inspirations works with over 2,500 students, educators, athletes, and organizations a year. The goal is to develop a seamless transition from high school to community college and beyond. Students who participate in Leadership Inspirations activities learn leadership skills, get to know themselves better, and learn how to work with others.

Current Consideration:
The District is interested in collaborating with Leadership Inspirations so that ASB students from Anaheim, Cypress, Katella, Kennedy, Loara, Magnolia, Savanna, and Western high schools, as well as Oxford Academy may participate in Leadership Inspirations' three-day, two-night leadership academy, as well as the AUHSD High School Training Day. The ASB students will gain experience that fosters learning, growth, and networking with other high school students in our District. The service agreement with Leadership Inspirations includes customized curriculum development, accommodations, three meals per day, workshops, and activities. In addition, Leadership Inspiration will provide a one-day leadership retreat for the District junior high student leaders across all District junior high schools. The junior high school leadership day is a custom five hour leadership program that will be designed to help students discover how to become better leaders in their school sites. Students will have the opportunity to learn various types of curriculum from Leadership Inspirations' experienced leadership coaches and engage in experiential activities. Services will be provided May 8, 2024, through August 31, 2024.

Budget Implication:
The cost for the Leadership Inspirations' three-day, two-night leadership academy is $425 per person and $35 per person for the one-day retreat. These expenses are covered through fundraisers, ASB funds, and family donations.

The cost for the District Junior High School Leadership Development Program is $11,000, for up to 313 attendees and up to 50 students for the AUHSD High School Training Day. These expenses are also covered through fundraisers, ASB funds, and family donations.

Action:
The Board of Trustees approved the agreement.

11.13 ***Agreements, North Orange County Community College District (NOCCCD), College and Career Access Pathways (CCAP), Dual Enrollment Partnerships, Cypress College and Fullerton College***

Background Information:
Since 2016-17, NOCCCD and the District have partnered by establishing College and Career Access Pathways (CCAP) agreements 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 and beyond. Students who complete a dual enrollment course receive both high school and college credit. With dual enrollment, the college course is recorded on both the student's high school transcript and college transcript.

Current Consideration:
This updated CCAP agreement is a five-year term, offering Fall, Spring, and Summer sessions. North Orange County Community College District, through Cypress College and Fullerton College, will 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. The colleges provide a college instructor for each course. The District provides the facility for each course and is responsible for the purchase of the instructional materials for each course. Services will be provided July 1, 2024, through June 30, 2029.

Budget Implication:
The District is responsible for the purchase of instructional materials, per course offered, which varies in price.

Action:
The Board of Trustees approved the agreement.

11.14 ***Agreement, Anaheim Family YMCA***

Background Information:
The District has received funding through the California Department of Education After School Education and Safety (ASES) Program grant for the past 14 years. The District subcontracted the administration of the ASES grant to the Anaheim Family YMCA through the Anaheim Achieves program at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. Anaheim Family YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned school sites.

Current Consideration:
The District was awarded another year of funding by the California Department of Education ASES grant, in the amount of $863,866.42 for the fiscal year, July 1, 2023, through June 30, 2024. The structure of the approval process prevents the District from approving the ASES grant prior to the contract being developed. Therefore, this agreement will be signed following Board approval. The agreement allows the District to pay YMCA for these services. Services are being provided July 1, 2023, through June 30, 2024.

Budget Implication:
The District passes the funds to the YMCA, less an indirect cost of five percent of the total ASES funds; therefore, there are no direct implications to the budget. The ASES funds for the 2022-23 year were $909,333. The ASES funds for the 2023-24 year are $863,866.42. (ASES Grant Funds)

Action:
The Board of Trustees ratified the agreement.

11.15 ***Agreement, Tilly's Life Center, Savanna High School***

Background Information:
Tilly's Life Center (TLC) is a service organization that provides curriculum aimed at empowering all participants with a positive mindset to effectively cope with crisis, adversity, and tough decisions. The program is a holistic, easy-to-apply curriculum that uses experiential learning, high engagement, and realistic tools to provide practical mental wellness solutions to teens.

Current Consideration:
The purpose of this partnership is to work collaboratively with Savanna High School to bring TLC programming to 150 ninth-grade students. TLC's "I Am Me" curriculum focuses on the social-emotional needs of the 21st century adolescent learner. The program is designed to be developmentally sequenced; therefore, the progression and frequency of how the lessons are delivered will affect desired outcomes. Services are being provided September 11, 2023, through May 20, 2024.

Budget Implication:
The total cost is not to exceed $15,000. (LCFF Funds)

Action:
The Board of Trustees ratified the agreement.

11.16 ***Order Form, Edmentum, Inc.***

Background Information:
Edmentum, Inc. provides the digital curriculum for credit recovery labs at each of the comprehensive high schools. The digital curriculum allows students to access a broad range of UC-approved courses at any time of day and to work from home, school or anywhere they have internet access. It allows teachers to manage and collect student work, provide access to real-time data, and provide students with performance feedback.

Current Consideration:
The District will expand the current number of licenses in order to serve additional students. Services will be provided June 1, 2024, through June 30, 2024.

Budget Implication:
The total cost for these services is not to exceed $50,000. (A-G and ESSER Funds)

Action:
The Board of Trustees approved the order form.

11.17 ***Quote, Edpuzzle, Inc.***

Background Information:
The District purchased Edpuzzle licensing 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. Edpuzzle, provides teachers the ability to create interactive video lessons that can be embedded into learning management systems. The tool meets communication and collaboration aspects of our 5Cs.

Current Consideration:
During the 2023-24 year, the District reviewed application use through application analytics and staff feedback. Information was gathered from 404 employees, including 385 teachers to identify which applications to renew. Licensing is provided for all staff and students. Services will be provided July 30, 2024, through June 30, 2025.

Budget Implication:
The total cost for these services is not to exceed $60,750. (LCFF Funds)

Action:
The Board of Trustees approved the quote.

11.18 ***Order Form, Screencastify, LLC***

Background Information:
The District purchased Screencastify licensing to augment the online learning experience for teachers and students. In 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. Screencastify, provides teachers and students the ability to record and edit videos on all our devices, including Chromebooks. The tool meets communication and creativity aspects of our 5Cs.

Current Consideration:
During the 2023-24 year, the District reviewed application use through application analytics and staff feedback. Information was gathered from 404 employees, including 385 teachers to identify which applications to renew. Screencastify serves as the primary video recorder for students. Services will be provided June 24, 2024, through June 24, 2025.

Budget Implication:
The total cost for these services is not to exceed $26,400. (LCFF Funds)

Action:
The Board of Trustees approved the order form.

11.19 ***Agreements, Affiliation with AIME Business Partners***

Background Information:
Anaheim's Innovative Mentoring Experience (AIME) is a District program, which provides mentoring and internships to District students from a variety of business, corporate, and community partners. District students benefit from these experiences, which help them prepare for the demands of college and career in an authentic environment.

Current Consideration:
The District would like to enter into an agreement for affiliation with AIME business partners participating in the AIME internship program. The agreements describe the roles and responsibilities of the business partner and the District in implementing the internship program. Services will be provided May 8, 2024, through April 30, 2027.

11.19.1 Anaheim Family YMCA
11.19.2 Big Brothers Big Sisters of Orange County
11.19.3 Hearts of ABA
11.19.4 Laguna Art Museum
11.19.5 North Orange County ROP

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreements.

11.20 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee recommended the selected materials for courses in English. The books have been made available for public view. Future purchases of these materials will be paid by Lottery Funds and Committed Textbook Funds.

Action:
The Board of Trustees adopted the selected materials.

11.21 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in English, IB science, and social science with ethnic studies courses. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, May 8, 2024, through June 13, 2024.

Action:
The Board of Trustees approved the display.

11.22 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

11.23 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

11.24 ***Memorandum of Understanding (MOU), University of Southern California (USC), School of Social Work***

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 USC since 2011.

Current Consideration:
University students will meet with District clinical supervisors at the student's assigned school site. This agreement provides opportunities for the student to complete their field experience. Supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies with the students. Additionally, professional attire, development, and conduct will be reviewed. The agreement will be effective May 8, 2024, through June 30, 2027.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the MOU.

11.25 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

11.26 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

11.27 ***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.)

11.27.1 Carnegie Summit 2024, May 20, 2024, through May 22, 2024, New York, at a cost not to exceed $1,200. Attendance to the Carnegie Summit is a requirement of the issuance of the $200,000 Carnegie Grant. (Carnegie Funds)

11.27.2 2024 NCCEP/GEAR UP Annual Conference, July 21, 2024, through July 24, 2024, Washington, D.C., at a cost not to exceed $2,000. Registration and 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.

12. **SUPERINTENDENT AND STAFF REPORT**

Superintendent Matsuda reflected on his last visit with Trustee Piercy and provided his condolences to her family.

Dr. Fried expressed his condolences for the loss of Trustee Piercy, noting her significant personal impact and influence. He also shared the success of the Google Certificate Program and praised the students and parents who have taken the initiative to complete the program.

Mr. Jackson thanked Trustee Piercy for her lifelong commitment to education, as well as spoke of the significant impact she had on the District.

Dr. Nien shared a tribute to Trustee Piercy highlighting her love for volunteering and the valuable advice she provided. Additionally, she acknowledged Joseph King, who was awarded OC Teacher of the Year and will move on to compete for State Teacher of the Year.

Mr. Widell said he admired Trustee's Piercy's strength and dedication to the District, as well as shared his condolences to her family.

Mr. Saldivar stated Trustee Piercy was a servant leader and was grateful for all the wisdom she shared. He also thanked all the school sites for their hard work as the school year comes to an end.

Daniella Ruiz, student Board representative, expressed her gratitude for all the work students and staff have accomplished throughout the year, as well as stated she was honored to have met Trustee Piercy.

13. BOARD OF TRUSTEES' REPORT

Trustee O'Neal shared he knew Trustee Piercy for 30 years and reminisced about his last visit with her. He offered heartfelt condolences to her family and friends, emphasizing her desire for everyone to work together to improve educational opportunities in their community.

Trustee Smith said Trustee Piercy found joy in everything she did and it is a great loss to the District.

Trustee Guerrero stated she was honored to have worked alongside Trustee Piercy and highlighted her generosity and advocacy for the District. She expressed condolences to her family and said she will be deeply missed.

14. ADVANCE PLANNING

14.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, June 6, 2024 (LCAP), at 6:00 p.m.

Thursday, June 13	Thursday, October 17
Thursday, July 18	Thursday, November 14
Thursday, August 8	Thursday, December 12 (Budget Approval)
Thursday, September 12	Thursday, December 19 (Annual Organizational Meeting)

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 9:11 p.m., in memory of Trustee Anna L. Piercy.

Approved _____
Assistant 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
Friday, May 10, 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 10:30 a.m.

Present: Annemarie Randle-Trejo, president; Jessica Guerrero, assistant clerk; Katherine H. Smith, and Brian O'Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Nancy Nien, Ph.D., and Brad Jackson, assistant superintendents; Robert Saldivar, executive director, and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 10:31 a.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 11:45 a.m.

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

Board President Randle-Trejo led the Pledge of Allegiance to the Flag of the United States of America.

5.3 ***Closed Session Report***

Assistant Board Clerk Guerrero reported the following actions taken during closed session.

5.3.1 The Board of Trustees provided direction to staff regarding existing litigation in OAH Case No. 2024030510.

5.3.2 The Board of Trustees, with a 4-0 vote, made the following transfers effective July 1, 2024:

Cynthia Lungren, assistant principal, Brookhurst Junior High School
Bri Nichols, assistant principal, Magnolia High School

The Board of Trustees, with a 4-0 vote, made the following appointments effective July 1, 2024:

Tess Melendrez, assistant principal, Anaheim High School
Daniel Lieu, assistant principal, Cypress High School
Ryan Kile, assistant principal, Savanna High School

5.3.3 The Board of Trustees, with a 4-0 vote, made the following appointments effective May 20, 2024:

Quinton Riles, director of Maintenance and Operations

6. PUBLIC COMMENTS, OPEN SESSION ITEMS

There were no requests to speak.

7. ITEM OF BUSINESS

SUPERINTENDENT'S OFFICE

Procedure for Filling Vacant Board Position

Background Information:
On May 6, 2024, Trustee Anna L. Piercy passed away following an extended illness. Trustee Piercy's passing has created a vacancy on the Board of Trustees. The term Trustee Piercy was elected to does not expire until December 2026. The Board of Trustees will need to fill the vacancy created by Trustee Piercy's passing.

Current Consideration:
Pursuant to Education Code Section 5091 and Board Policy 10221, the Board of Trustees is required to fill any vacancy by making a provisional appointment or by calling for a special election. The Board of Trustees must complete this process within 60 days of the vacancy. If the Board of Trustees does not make a provisional appointment or order an election within 60 days, the county superintendent of schools will call for an election to fill the vacancy. Board Policies 10111 and 10221 and Education Code Section 5091(a) outline other procedural information on the filling of a Board vacancy.

Budget Implication:
A provisional appointment to fill the vacancy has no budget impact. A special election to fill the vacancy will require the District to fund the cost of a special election.

Action:
On the motion of Trustee O'Neal, the item was opened for discussion.

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees fully discussed this matter and approved to fill the vacancy by making a provisional appointment.

The Board of Trustees returned to closed session at 11:52 a.m. to discuss closed session item 4.1.

The Board of Trustees reconvened the meeting at 12:51 p.m. and reported out on item 4.1.

8. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 12:53 p.m.

Approved _____
Assistant Clerk, Board of Trustees